



County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

June 19, 2012

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 500 West Temple Street  
 Los Angeles, California 90012

26 June 19, 2012

*Sachi A. Hamai*  
 SACHI A. HAMAI  
 EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD TEN STAGE ONE CHILD CARE SERVICES CONTRACTS  
 (ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) is seeking approval of new three-year contracts with ten Alternative Payment Provider (APP) agencies to provide Stage 1 Child Care Services (S1CC) to the County's California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WtW) participants. These agencies assist participants in obtaining child care services, so that participants can be actively engaged in required WtW activities. The current contracts with the APP agencies expire June 30, 2012.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Acting Director of DPSS, or her designee, to execute contracts in substantially similar form as Enclosure I, with the ten APP agencies for the amounts indicated in Enclosure II for a term of three years, effective July 1, 2012 through June 30, 2015 at an estimated annual cost of \$83,610,000. The estimated cost for the ten contracts for the three-year term is \$250,830,000. The cost of the contracts will be funded through the CalWORKs Single Allocation. Funding for these contracts is included in the Department's Fiscal Year (FY) 2012-13 Budget. Funding for future years will be included in the Department's budget requests.
2. Delegate authority to the Acting Director of DPSS or her designee, to prepare and sign amendments to the contracts to add relevant updated terms and conditions that result in any decrease or increase of no more than ten percent of the original contract rates when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State, or County requirements. The approval of County Counsel as to form and the Chief Executive Office (CEO) will be obtained prior to execution of such amendments.

3. Delegate authority to the Acting Director of DPSS or her designee, to prepare and sign amendments to the contracts to reassign coverage of service areas by zip code resulting from the termination, merger, or acquisition of an APP agency.

4. Delegate authority to the Acting Director of DPSS, or her designee to provide each APP agency with up to three advance payments, one per fiscal year, to cover one month of operational/administrative costs and one-and-one-half months of direct child care costs. In the event direct child care costs increase at a rapid rate and the APP requests an additional advance in writing, the Director may provide one additional advance payment per fiscal year to cover up to one additional month of direct child care costs. The estimated advances for operational/administrative costs is \$1,729,000 per fiscal year, and the estimated advances for direct child care costs is \$7,085,000 per fiscal year. The County shall fully recoup all advances in the fiscal year in which the advance(s) are issued.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will allow DPSS to continue to provide vital child care services to the County's CalWORKs participants. The services provided assist them in participating in required WtW activities and/or employment and in achieving the goal of self-sufficiency. The APP agencies have provided S1CC services under contract with the County since December 1998 while also providing Stage 2 Child Care (S2CC) and Stage 3 Child Care (S3CC) services under contract with the California Department of Education (CDE).

Under the S1CC contracts, the APPs must: 1) ensure that the parent is provided with the necessary information and assistance to make an informed child care choice; 2) determine that the parent is eligible to receive child care services and the provider meets all eligibility criteria, and; 3) process the child care certification within a specified time period. The S1CC contractors must also process provider payments.

### **Implementation of Strategic Plan Goals**

This recommendation is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

The cost of the contracts is estimated to be \$83,610,000 annually for a total of \$250,830,000 for three years. This includes an estimated annual budget of \$21,601,000 for operational and administrative fees paid to the agencies for case management, background checks, co-located staff, and outreach activities, and an estimated annual budget of \$62,009,000 for direct cost of child care provided to children of CalWORKs participants. The cost of the contracts will be fully funded by CalWORKs

Single Allocation. No additional net County cost is required after the CalWORKs Maintenance of Effort is met.

Funding for these contracts is included in the Department's FY 2012-13 Budget. Funding for future years will be included in the Department's annual budget requests.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California Education Code 8350 requires three stages of child care services. Subsection 8351(a) of the same code requires county welfare departments to manage the first stage (S1CC). Subsection 8351(e) allows counties to contract for any or all S1CC services. The S2CC and S3CC Programs are under the administrative authority of the CDE. CDE directly contracts with the ten APP agencies for S2CC and S3CC. This permits CalWORKs participants to move from S1CC to S2CC or S3CC without a change in provider or child care arrangements. The transition is seamless to the participant and their children.

The County has contracted for S1CC services since December 1998. The current contracts went into effect on September 1, 2006 and were to expire on June 30, 2009. Due to delays caused by the State Budget crisis and other factors, the contracts were extended with approval by the California Department of Social Services (CDSS) and your Board through June 30, 2012.

These contracts are not subject to Prop A contract requirements and, thus, are exempt from the Living Wage Ordinance.

The award of the contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The contractor is in compliance with the Jury Service Program.

The contracts will continue to incorporate fraud prevention measures, utilizing the Data Mining System. The contracts also include a provision regarding unspent funds to ensure the agencies utilize County funds for contracted services. Unspent funds must be returned to County or retained by the Contractor to fund additional contract-related services for the S1CC program per a County approved plan.

The CEO and County Counsel have reviewed the contract and Board letter. The contract has been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

CDSS approved the Department's request to procure these contracts by negotiation as sole source (Enclosure III) contracts per CDSS Operations Manual Section 23-650.18. Contracts with these ten APPs are necessary for the seamless service delivery between Stages 1, 2, and 3. There are no other agencies in Los Angeles County that can adequately perform this function.

The contracts contain a Cost of Living Adjustment (COLA) provision that complies with the County's COLA policy. For discussion of certain changes to the standard terms and conditions that were modified during negotiations refer to attorney-client privilege communication that County Counsel is submitting under separate cover.

## **CONTRACT PERFORMANCE**

Under the current contracts, monitoring results for the most recent monitoring period indicated that the ten APP agencies were in compliance with the contract requirements.

In the proposed contracts, the monitoring of the ten S1CC contracts will be performed on a semi-

annual basis. The contracts will address performance measures, and specify monitoring activities that will be performed by DPSS staff. Monitoring of measurable outcomes include tracking the timeliness of the APPs' actions in approving child care, ensuring the accuracy of the child care approval actions, the accuracy and timeliness of child care payments, and timeliness in transferring S1CC families to S2CC or S3CC for child care services.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will permit the uninterrupted provision of S1CC services to children of CalWORKs participants. The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

**CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,



SHERYL L. SPILLER

Acting Director

SLS:rmf

Enclosures

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Deputy Chief Executive Officer

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)  
FOR  
STAGE 1 CHILD CARE SERVICES

Prepared by  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411

JULY 2012

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTOR'S NAME  
FOR  
STAGE 1 CHILD CARE SERVICES**

This Contract with Attachments are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the County of Los Angeles Department of Public Social Services (DPSS), hereinafter referred to as COUNTY and \_\_\_\_\_, hereinafter referred to as CONTRACTOR. (CONTRACTOR's Name) is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, (CONTRACTOR's Name) is qualified to provide the California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Resource and Referral (R&R) and/or Alternative Payment Program (APP) services as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide Stage 1 Child Care services such as referrals, orientation, case management, record maintenance, and payments; and

WHEREAS, COUNTY finds it necessary to secure such professional child care services; and

WHEREAS, based upon non-competitive negotiation under Code of Federal Regulations 45, Part 74 (Administration of Grants) and California Department of Social Services (CDSS) regulations and policies, CONTRACTOR has been selected for recommendation for award of Contract; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and California Education Code 8351(e).

NOW THEREFORE, the parties hereto agree to the following:

**1.0 APPLICABLE DOCUMENTS**

- 1.1 Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K-1, K-2, L, M, N, O, P, Q, R, S, T, and U are attached to and form a part of this Contract.
- 1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise between this Contract and Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Contract and then to the Attachments according to the following priority:

- 1.2.1 Attachment A Statement of Work and Technical Exhibits
- 1.2.2 Attachment B CONTRACTOR's Budget and Personnel Schedule for Co-located Staff
- 1.2.3 Attachment C-1 CONTRACTOR's Monthly Invoice Format
- 1.2.4 Attachment C-2 CONTRACTOR's Final Fiscal Year Invoice Format
- 1.2.5 Attachment D COUNTY'S Administration
- 1.2.6 Attachment E CONTRACTOR's Administration
- 1.2.7 Attachment F Stage 1 Child Care Criminal Conviction Information Notice and Certification
- 1.2.8 Attachment G Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction
- 1.2.9 Attachment H Complaint of Discriminatory Treatment
- 1.2.10 Attachment I CONTRACTOR's Non-Discrimination In-Service Statement
- 1.2.11 Attachment J CONTRACTOR's Employee Jury Service Program Certification and Application for Exception
- 1.2.12 Attachment K-1 CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
- 1.2.13 Attachment K-2 CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
- 1.2.14 Attachment L Certification of No Conflict of Interest
- 1.2.15 Attachment M Attestation of Willingness to Consider GAIN/GROW Participants
- 1.2.16 Attachment N Safely Surrendered Baby Law
- 1.2.17 Attachment O Charitable Contributions Certification
- 1.2.18 Attachment P Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of

1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

- 1.2.19 Attachment Q CONTRACTOR's EEO Certification
  - 1.2.20 Attachment R Internal Revenue Notice 1015
  - 1.2.21 Attachment S Familiarity with the County Lobbyist Ordinance Certification
  - 1.2.22 Attachment T Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
  - 1.2.23 Attachment U Expenditure Report for Unspent Funds
- 1.3 This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.7, Changes and Amendments of Terms, and signed by all parties.

## 2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL):** The maximum degree of deviation from the standard performance before COUNTY can invoke liquidated damages. An AQL does not imply that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than standard performance may sometimes be unintentional.
- 2.2 **Addendum to Extend ST1-05 Participant-Provider Services Application (ST1-05 Addendum):** A form used by the R&R/APP agency to extend the term of the CalWORKs Stage 1 Child Care Participant-Provider Services Application (ST1-05), for up to twelve (12) months or until any change occurs that may require a new ST1-05 to be completed.
- 2.3 **Alternative Payment Program (APP) Agency:** The agencies that contract with COUNTY for Stage 1 Child Care (S1CC) services under this Contract and with the California Department of Education (CDE) for CalWORKs Stage 2 and Stage 3 Child Care services. In addition to other activities, the APP agency makes payments to other agencies and child care providers for the provision of child care and development services.

- 2.4 Appeals and State Hearings (ASH):** The section within DPSS that is responsible for representing the COUNTY at all State Hearing proceedings and for reviewing the appropriateness of the COUNTY's action or inaction with which a public assistance participant, including a S1CC participant, is dissatisfied.
- 2.5 Appeals and State Hearings Tracking System (ATS):** A COUNTY computer application that tracks information of public assistance participants, including S1CC participants, who have filed a request for a State hearing. ATS facilitates the exchange of information, between ASH and CONTRACTOR.
- 2.6 Applicant:** A person whose public assistance or S1CC application is pending.
- 2.7 Assistance Unit (AU):** A group of related persons living in the same household who have been determined eligible for cash aid through the CalWORKs program.
- 2.8 Board of Supervisors:** The governing body of the County of Los Angeles that enacts ordinances and establishes specific laws for the administration of County Departments and special districts.
- 2.9 Budget:** The document that details the CONTRACTOR's costs for providing services and is included in the Contract as Attachment B. Included in the budget are the following:
- **Direct Costs:** Payroll, Employee Benefits (medical, dental, etc.), Payroll Taxes, Insurance (as required by this Contract), Applicable Taxes, Operational and Other Costs as specified in the budget.
  - **Indirect Costs:** General Accounting/Bookkeeping, Management Overhead and Other Costs as specified in the budget.
  - **Total Cost to Contract Services:** The total cost of Direct and Indirect Costs.
- 2.10 Bureau of Administrative Services (BAS):** A bureau within DPSS responsible for the development, management, and monitoring of DPSS contracts.
- 2.11 Bureau of Program and Policy (BPP):** A bureau within DPSS responsible for the administration and supervision of the various public assistance programs, including CalWORKs, in Los Angeles County.
- 2.12 Business Days:** Business days are Monday through Friday, excluding COUNTY holidays.
- 2.13 Calendar Day(s):** Any and all days in a calendar month.

- 2.14 California Department of Education (CDE):** The California governmental agency which subsidizes the cost of Resource and Referral Stage 2 and Stage 3 Child Care services.
- 2.15 California Department of Social Services (CDSS):** The California governmental agency which subsidizes the cost of S1CC services.
- 2.16 Cal-Learn Program:** A program that provides case management and supportive services for teen parents up to the age of twenty (20), who are CalWORKs participants, and; have not obtained a high school diploma or equivalent, and; reside with his/her child in the same AU, or; are pregnant. Cal-Learn operates as part of the GAIN program.
- 2.17 CalWORKs Program:** A public assistance program that provides financial assistance including subsidized child care assistance, social services, and employment services to needy California families with dependent children. CalWORKs is the State of California's version of the federal Temporary Assistance for Needy Families (TANF) Program.
- 2.18 CalWORKs Stage 1 Child Care (S1CC):** The first stage of CalWORKs child care services. S1CC is funded by CDSS and administered through counties pursuant to California Education Code Section 8351. CalWORKs participants may receive subsidized child care services in Stage 1 for a maximum of six months unless the family's Welfare-to-Work activity or employment is not stable or subsidized child care is not available in Stage 2 or Stage 3. Former CalWORKs participants may receive subsidized child care services in Stage 1 if child care services are not available in Stage 2 or 3.
- 2.19 CalWORKs Stage 1 Child Care Participant-Provider Checklist (ST1-10A):** A form used by the R&R/APP agency to request information/documents from the participant for determining initial and ongoing S1CC eligibility.
- 2.20 CalWORKs Stage 1 Child Care Participant-Provider Services Application (ST1-05):** A form completed and signed by the participant and child care provider. It is used by the R&R/APP agency to determine S1CC need and to approve and authorize child care services.
- 2.21 CalWORKs Stage 2 Child Care (S2CC):** The second stage of CalWORKs child care services. S2CC is funded by CDE and administered by APP agencies contracting with CDE pursuant to California Education Code Section 8353. S2CC begins when child care is available through a local Stage 2 program and COUNTY determines that the family is in a stable activity or when a CalWORKs participant is transitioning off aid. Families may remain in Stage 2 for up to 24 months after cash aid has been discontinued.
- 2.22 CalWORKs Stage 3 Child Care (S3CC):** The third stage of CalWORKs child care services. S3CC is funded by CDE and administered by APP agencies contracting

with CDE pursuant to California Education Code Section 8354. S3CC begins when a funded space is available for CalWORKs Diversion payment participants and former CalWORKs participants who are employed and have exhausted their 24-month eligibility for Stage 1 and/or Stage 2 child care services after cash has been discontinued.

- 2.23 Child Care:** The care and supervision of a child as specified in the California Code of Regulations, Title 22, Division 12, Section 101152c(3).
- 2.24 Child Care Program Section:** A section within DPSS responsible for the administration of the S1CC program, and the development and distribution of policy and procedures related to S1CC in the County of Los Angeles.
- 2.25 Child Care Provider:** A licensed provider [an individual or organization that has obtained a child care license, as specified in California Code of Regulations (CCR), Title 22, Section 1011.56] or a license-exempt provider [an individual who is not required to be licensed by CDSS], who provides direct child care services to one or more children. The child care provider is not considered an employee of the CONTRACTOR or the COUNTY.
- 2.26 Child Care Enhanced Referral:** The information given directly to a participant about a licensed child care provider who has a confirmed available opening and who will accept CONTRACTOR payment for child care services.
- 2.27 Children with Exceptional Needs:** Children with intellectual disabilities, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (also referred to as emotional disturbance), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and who have either an active Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP) and are receiving appropriate special education/early intervention services. The IEP is obtained from the child's school district or Regional Center. The IFSP is obtained from the Regional Center.
- 2.28 Co-located Staff:** CONTRACTOR's staff who are located at, or visit, a DPSS District/Regional office or Refugee Employment Program (REP) office, to assist CalWORKs participants in establishing stable child care arrangements through the S1CC program.
- 2.29 Community Care Licensing Division (CCLD):** The division within CDSS responsible for monitoring licensed facilities for compliance with laws and regulations by conducting orientation sessions for potential applicants, issuing or denying licenses, performing on-site facility visits, investigating complaints, and initiating or recommending enforcement actions against facilities.
- 2.30 Contract:** This agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work as set forth herein, including but not limited to Attachment A, Statement of Work.

- 2.31 Contract Discrepancy Report (CDR):** A report used by the County Contract Administrator (CCA) to record contract information regarding discrepancies with contract requirements or problems with CONTRACTOR's performance. The CDR is also used by the County Contract Program Monitor to record CONTRACTOR's errors found in the monitoring review of CONTRACTOR's participant/provider case records and/or employee records. If CONTRACTOR is not complying with contract requirements and/or CONTRACTOR's performance is determined to be unsatisfactory, the CCA is required to forward a CDR to CONTRACTOR for its response.
- 2.32 Contract Management Division:** The division within DPSS responsible for the Contract.
- 2.33 CONTRACTOR:** The private non-profit agency or public entity that has entered into this Contract with the County of Los Angeles to administer child care services for current and former CalWORKs participants through the S1CC program.
- 2.34 CONTRACTOR Roster:** A listing of CONTRACTOR staff allocated to perform work under the S1CC Contract, which includes at a minimum, the full name and telephone number of each staff.
- 2.35 CONTRACTOR's Authorized Official:** The individual designated in Subsection 7.1, Paragraph 8.50.2, and Attachment E to receive official notices on behalf of CONTRACTOR.
- 2.36 CONTRACTOR's Manager (CM):** The individual designated by the CONTRACTOR to act as primary liaison with COUNTY and who is responsible for the overall management and coordination of this Contract, designated in Attachment E.
- 2.37 CONTRACTOR's Payment:** A payment made by COUNTY to CONTRACTOR for child care services as defined below in Section 5.0, Compensation.
- 2.38 Co-Payment:** The amount the participant is responsible to pay, if he/she chooses a child care provider who charges a fee higher than the current maximum standard Regional Market Rate (RMR) ceilings. The co-payment is made directly to the child care provider and it is distinct from the family fee.
- 2.39 County Contract Administrator (CCA):** The individual designated by COUNTY with authority to act as outlined below in Section 6.0, Administration of Contract - COUNTY, Subsection 6.3.

- 2.40 County Contract Program Monitor (CPM):** The individual designated by COUNTY with authority to act as outlined below in Section 6.0, Administration of Contract - COUNTY, Subsection 6.4.
- 2.41 County Contract Section Manager (CCSM):** The individual designated by COUNTY with authority to act as outlined below in Section 6.0, Administration of Contract - COUNTY, Subsection 6.1.
- 2.42 CW7 Automated Scanning and Tracking (CAST) System:** An imaging system used by DPSS District offices and Greater Avenues for Independence (GAIN) Regional offices to store copies of documents received by CalWORKs participants, such as Quarterly Reports (QR7s), pay stubs, disability verification, employment and/or training verification.
- 2.43 Department of Public Social Services (DPSS):** The County of Los Angeles department responsible for providing social and financial services to eligible people. The Department is required by CDSS to provide S1CC services.
- 2.44 Direct Provider Payment (DPP):** The actual payment issued by CONTRACTOR to a provider of child care services based on the appropriate Regional Market Rate ceilings by considering the type of child care needed, the age of the child, and the time base (i.e., hourly, daily, weekly, or monthly).
- 2.45 Documentation:** Any document required to authorize child care services in any given case. These documents include, but are not limited to, identity documents, pay stubs, employment and/or training verification, Declaration of Exemption from Trustline Registration and Health and Safety Self-Certification (CCP 1) form, Health and Safety Self-Certification (CCP 4) form, provider W-9 form, and in-home affidavit.
- 2.46 DPSS Civil Rights Section (CRS):** The section within DPSS that is responsible for investigating civil rights complaints and for monitoring DPSS and its contracted and sub-contracted public contact offices for compliance with CDSS Division 21 Regulations according to Title VI of the Civil Rights Act of 1964, and Title II of the Americans with Disabilities Act (ADA) of 1990.
- 2.47 DPSS Director:** The Director of the County of Los Angeles DPSS or his/her Authorized Representative.
- 2.48 DPSS District Child Care Coordinator (District CCC):** A DPSS employee at a District office responsible for receiving the CalWORKs Stage 1 Child Care Request (ST1-01) from the Eligibility Worker, and forwarding the child care request to CONTRACTOR or CONTRACTOR's co-located staff.
- 2.49 DPSS District/Regional Offices (DRO):** Public assistance, including CalWORKs, eligibility offices and GAIN services offices operated by COUNTY or a COUNTY

contractor, per Attachment A, Statement of Work, Subparagraph 7.3.1.g and Technical Exhibit A-4.

- 2.50 DPSS Eligibility Worker (EW):** A DPSS employee responsible for determining initial or ongoing eligibility for the various public assistance programs, including CalWORKs.
- 2.51 DPSS GAIN Child Care Coordinator (GAIN CCC):** A DPSS employee at a GAIN Regional office responsible for assisting the participant, DPSS staff, and CONTRACTOR's staff with child care issues and concerns.
- 2.52 Eligible Child:** A child who is a member of the CalWORKs AU, or would be a member of the AU but is receiving Foster Care or Supplemental Security Income/State Supplementary Payment (SSI/SSP) benefits, or is the child of a Cal-Learn participant, or is a member of a family with a former CalWORKs participant who has become unemployed.
- 2.53 Equipment:** A capital asset (cost of \$5,000 or more, such as land, buildings and improvements, infrastructure, and movable personal property of a relatively permanent nature) having a useful life that extends beyond one year and a non-capital asset (cost of less than \$5,000, such as personal computers, related peripherals, typewriters, calculators, fax machines and other portable assets). Equipment can be issued by COUNTY or purchased by CONTRACTOR with COUNTY funds.
- 2.54 Family Fee:** The amount, if any, that a former CalWORKs participant shall be required to pay towards child care costs based on income and the fee schedule established by the State. The family fee is distinct from the co-payment.
- 2.55 Fiscal Year (FY):** The COUNTY fiscal year commences on July 1st and ends the following June 30th.
- 2.56 Floater:** A Contractor's staff person who has a regular job assignment and who may be called upon to fill in for absent co-located staff or one who rotates between different DROs and contracted Refugee Employment Program (REP) offices to provide co-located and swift communication services.
- 2.57 GAIN Employment Activity and Reporting System (GEARS):** A COUNTY computer application that tracks Welfare-to-Work activities of GAIN participants and which facilitates the exchange of S1CC case information, between GAIN Regional offices and CONTRACTOR.
- 2.58 GAIN Services Worker (GSW):** A DPSS employee or contracted employee who works with CalWORKs participants enrolled in the GAIN or Cal-Learn programs.

- 2.59 Greater Avenues for Independence (GAIN) Program:** The County of Los Angeles program that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.60 Los Angeles Eligibility Automation Determination Evaluation and Reporting System (LEADER):** A DPSS computerized eligibility determination system for the various public assistance programs, including CalWORKs.
- 2.61 Notice of Action (NOA):** A legal notice used to inform public assistance applicants/participants of actions taken by COUNTY to approve, deny, change and discontinue assistance for programs such as CalWORKs or services such as child care. CDSS NOAs are governed by time limits and the specific Turner vs. McMahon format in their usage as specified by CDSS regulations.
- 2.62 Notification:** An approved COUNTY form, pamphlet, brochure, or any other means of written communication, other than a "Notice of Action", standardized between all R&R/APP agencies which is used by CONTRACTOR to disseminate information to participants and child care providers.
- 2.63 Operational/Administrative (O/A) Costs:** The cost as defined in Section 2.0, Definitions, Subsection 2.9, Budget, to CONTRACTOR to fully perform, complete and deliver, all tasks, deliverables, services and other work as set forth herein, including but not limited to Attachment A, Statement of Work.
- 2.64 Participant:** An individual who is receiving cash aid through the CalWORKs program or an individual who received cash aid under the CalWORKs program in the prior 24 months and needs child care services to continue his/her employment or fulfill his/her County-approved Welfare-to-Work activity.
- 2.65 Payment Authorizations – Current Month Approvals:** Child care applications approved during the current report month and child care cases with ongoing approval status. For example: A CalWORKs Stage 1 Child Care Request (ST1-01 or MCCR) was filed on 01/18/11 and the application was approved on 01/20/11 effective 01/18/11.
- 2.66 Payment Authorizations – Delayed Month Approvals:** Child care applications approved the month following the application month. For example: A CalWORKs Stage 1 Child Care Request (ST1-01) or MCCR was filed on 01/18/11 and the application was approved on 02/10/11 effective 01/18/11.
- 2.67 Payment Authorizations – Retroactive Approvals:** Child care approved cases with a start date prior to the application date.
- 2.68 Performance Indicators:** Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.

- 2.69 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure contract performance standards are met by CONTRACTOR.
- 2.70 Preferred Language:** A required designation based on the CalWORKs participant's declaration of the case household's language, on the Language Designation Form (PA 481) and/or as identified on the GEARS ICAS screen.
- 2.71 Quality Assurance Plan:** A plan of action taken by COUNTY for monitoring CONTRACTOR's performance.
- 2.72 Quality Control Plan:** A plan prepared by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.73 Random Sample:** A standardized method for monitoring product (output) quality wherein all products within a lot (batch), stands a statistically equal chance of being selected for inspection.
- 2.74 Refugee Employment Program (REP) Offices:** Contractors of the COUNTY that provide CalWORKs case management services to designated refugee or immigrant populations.
- 2.75 REP Office Liaison:** The individual in each REP office who is responsible for working with CONTRACTOR's staff through swift communication, to resolve individual case problems and other issues involving the office.
- 2.76 Regional Market Rate (RMR) Ceilings:** The child care rate ceilings that the State issues annually, which are the maximum amount that the State of California reimburses for subsidized child care services, including S1CC.
- 2.77 Resource and Referral (R&R) Program:** A program that provides information about, and referrals for, child care services and coordinates community resources.
- 2.78 Sample Size:** The number of actions or services to be checked in a given time period.
- 2.79 Self-Initiated Program (SIP):** A program that leads to employment in which the GAIN mandatory CalWORKs participant is enrolled prior to the GAIN appraisal.
- 2.80 Severely Disabled Children:** Children with exceptional needs, with either an active Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP), who require intensive instruction and training in programs serving pupils with the following profound disabilities: i.e. autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbance or severe intellectual disabilities. The IEP is obtained from the child's school district or Regional Center. The IFSP is obtained from the Regional Center.

- 2.81 Stable:** A participant, who is CalWORKs-approved, employed at least six months and/or GAIN active in an approved Welfare-to-Work component that has been continuous for at least six months, and who has an approved S1CC case.
- 2.82 Standard:** The acceptable level of performance set by COUNTY for performing a contracted service or activity.
- 2.83 State Hearing:** A hearing that is available to a public assistance participant, including a S1CC participant, who is dissatisfied with a COUNTY action or inaction and shall be filed within 90 days after the date of the action or inaction with which the participant is dissatisfied.
- 2.84 Statement of Work:** The part of the Contract that provides instructions to CONTRACTOR to carry out the specific requirements for S1CC, the standards associated with child care services, and the methods for monitoring CONTRACTOR's performance.
- 2.85 Subcontractor:** An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work. Subcontractor shall not include child care providers.
- 2.86 Supervising County Contract Administrator (SCCA):** The individual designated by COUNTY with authority to act as outlined below in Section 6.0, Administration of Contract - COUNTY, Subsection 6.2.
- 2.87 Trustline:** California's registry of license-exempt child care providers, who have passed background screening, who have been cleared through a fingerprint check of records at the California Department of Justice.
- 2.88 Variable Work Schedule:** Work days and hours that are not predictable. Work schedules that vary from week to week in ways that are predictable, such as rotating schedules, are not considered to be variable work schedules.
- 2.89 Welfare-to-Work (WtW) Plan:** The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by the CalWORKs participant and what services will be provided by DPSS, so that the participant can work toward self-sufficiency.
- 2.90 WtW Program:** A program that assists CalWORKs participants to achieve economic self-sufficiency by obtaining unsubsidized employment.

### **3.0 SCOPE OF WORK**

- 3.1** Pursuant to the provisions of this Contract, CONTRACTOR shall provide S1CC services and fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including but not limited to Attachment A, Statement of Work.

- 3.2 If CONTRACTOR provides any tasks, deliverables, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against the COUNTY.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence July 1, 2012, or date of execution, whichever is later, and shall continue until June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in Attachment D, COUNTY's Administration.

#### **5.0 COMPENSATION**

CONTRACTOR's compensation shall consist of four components, 1) Operational/Administrative Costs, 2) Fixed Costs for Co-located Staff, 3) Fixed Costs for Outreach Activities, and 4) Direct Provider Payments.

##### **5.1 OPERATIONAL/ADMINISTRATIVE (O/A) COSTS**

CONTRACTOR shall invoice COUNTY and COUNTY shall reimburse CONTRACTOR the per case rate times the number of cases handled by CONTRACTOR each month. CONTRACTOR shall invoice per the provisions in Subsection 5.7, Invoices and Payments.

###### **5.1.1 Cost Per Case:**

The per case rate shall be \$159.69 per month for the following:

- a. Cases that are authorized for payments on GEARS for the first time in the current month (not to include retroactive months).
- b. Cases that are authorized for payments on GEARS for the first time in the current month for the previous month (not to include retroactive months).
- c. Cases that are authorized for ongoing payments at any time during the month.

- d. Cases which received Enhanced Referrals for licensed child care without an approval or denial in the month. [Per Attachment A, Statement of Work, Section 8.0, Specific Tasks, Subsection 8.4, Process Child Care Requests, Paragraph 8.4.3, Authorization of Child Care Services, Subparagraph 8.4.3.3, Referrals for Licensed Child Care (Enhanced Referrals)].
- e. Cases where retroactive child care payments are authorized (not to exceed one month for any retroactive case, except in cases where a State hearing decision requires retroactive child care payments beyond one month. In these situations, the payment shall not exceed two months).

CONTRACTOR shall count each case only once in any given month. CONTRACTOR shall not bill for a case more than two months in addition to the current month.

#### 5.1.2 Background Check:

A maximum of \$75.00 per instance per employee for background investigations as specified in Subsection 7.5, Background and Security Investigations shall be reimbursed to CONTRACTOR.

- 5.1.3 Notwithstanding Paragraph 5.1.1 above, at the County's sole discretion, the pay point rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this Contract that has been formally approved and executed by the parties.

## 5.2 FIXED COSTS

CONTRACTOR shall invoice COUNTY and COUNTY shall reimburse CONTRACTOR monthly fixed costs for co-located Staff and Outreach Activities as set forth below. Both are included in Attachment B, CONTRACTOR's Budget and Personnel Schedule for co-located Staff.

- 5.2.1 Co-located Staff: For the term of this Contract, COUNTY will reimburse CONTRACTOR a monthly fixed cost equal to one-twelfth of its annual

budgeted amount for co-located staff. One-twelfth of the budget is \_xx\_ for FY 2012-13, \_xx\_ for FY 2013-14, and \_xx\_ for FY 2014-15.

5.2.1.1 CONTRACTOR may with prior written approval from COUNTY, adjust the fixed cost for co-located staff. The fixed monthly cost, shall be proportionately adjusted, based on either an increase or decrease of staff, and a contract amendment shall be executed per Section 8.0, Standard Terms and Conditions, Subsection 8.7, Changes and Amendments of Terms.

5.2.2 Outreach Activities: For the term of this Contract, COUNTY will reimburse CONTRACTOR a monthly fixed cost equal to one-twelfth of its annual budgeted amount for outreach activities. One-twelfth of the budget is \_xx\_ for FY 2012-13, \_xx\_ for FY 2013-14, and \_xx\_ for FY 2014-15.

### **5.3 DIRECT PROVIDER PAYMENTS (DPP)**

CONTRACTOR shall invoice COUNTY and COUNTY shall reimburse CONTRACTOR the DPP issued monthly. DPP shall be based on the current RMR Ceilings.

5.3.1 CONTRACTOR shall issue DPP for child care rendered as provided in Attachment A, Statement of Work. COUNTY shall reimburse CONTRACTOR monthly, for the actual amount of DPP issued as reflected on GEARS.

5.3.2 If this Contract is terminated for Convenience of COUNTY, per Subsection 8.63, or a new contract does not continue the services of this Contract beyond June 30, 2015, CONTRACTOR shall not issue DPP after the termination date of this Contract and shall forward all outstanding invoices to COUNTY.

5.3.3 CONTRACTOR shall issue to COUNTY, no later than fifteen (15) calendar days after the termination of this Contract, a list and CD-ROM and/or flash drive of providers with outstanding Provider Payment Requests (PPRs) for child care rendered prior to the termination of this Contract, for whom no payment was issued, unless COUNTY and CONTRACTOR have entered into a new Contract which sets a later date for the delivery of such a list and CD-ROM and/or flash drive. COUNTY shall reconcile CONTRACTOR's list to ensure previous payment has not been issued prior to assuming sole responsibility for receiving outstanding PPRs, and issuing requested payments after date of termination. If COUNTY disagrees with CONTRACTOR's list of PPRs, COUNTY and CONTRACTOR shall meet within ten (10) calendar days and resolve the disagreements.

**5.4 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS INCURRED 75% OF TOTAL CONTRACT AMOUNT**

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY as specified in Section 8.50, Notices, Paragraph 8.50.3.

**5.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

**5.6 CONTRACTOR'S BUDGET**

Attachment B, CONTRACTOR's Budget and Personnel Schedule for Co-located Staff is included for the purpose of providing an estimated cost for: the negotiated fee-per-unit of services (per case rate), the fixed monthly payment amount for co-located staff and outreach activities, and to establish general levels of total staffing which CONTRACTOR anticipates will be needed to complete the work required by this Contract.

CONTRACTOR may amend its budget and staffing levels without prior approval of the COUNTY, except that CONTRACTOR must maintain its co-located staffing at the level indicated in the co-location portion of the budget as specified in Subparagraph 5.2.1.1 above. CONTRACTOR will report its total full-time equivalent staffing paid by this Contract, not including staff paid through indirect funds, on each MMR, which will include the following:

- 5.6.1 Total full-time equivalent positions assigned to this Contract, i.e. the number of full-time equivalent positions allocated in CONTRACTOR's budget;
- 5.6.2 Current full-time equivalent employees assigned to this Contract;
- 5.6.3 Current full-time equivalent positions temporarily vacant for which new staff are being recruited, and;

5.6.4 A count of CONTRACTOR employees paid by Contract funds.

## **5.7 INVOICES AND PAYMENTS**

5.7.1 CONTRACTOR shall invoice COUNTY and COUNTY shall reimburse CONTRACTOR for O/A costs, the co-located staff and outreach activities fixed costs, and DPP as described in Subsections 5.1 through 5.3 above.

5.7.2 CONTRACTOR shall invoice COUNTY on a monthly basis, by the tenth (10<sup>th</sup>) calendar day of the month following the month of service, using Attachment C-1, CONTRACTOR's Monthly Invoice, which reflects the four (4) payment components, below. In the event that the tenth (10<sup>th</sup>) calendar day of the month falls on a weekend, or COUNTY recognized holiday or COUNTY non-working day, the invoice shall be submitted by noon on the following business day.

- a. O/A Costs, and
- b. Fixed Costs for Co-located Staff, and
- c. Fixed Costs for Outreach Activities, and
- d. Actual DPP issued.

5.7.3 CONTRACTOR shall breakout and subtotal the O/A costs and actual direct provider payments issued according to the following three (3) programmatic subcategories:

- a. License-Exempt Provider Approved Cases - Not on GEARS;
- b. Licensed Provider Approved Cases - Not on GEARS;
- c. GEARS Cases (participants who do not fall into any of the other two subcategories, a. - b. above);

5.7.4 CONTRACTOR shall mail (or we may accept electronic copies in the future) invoices to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attn: CCA

5.7.5 Upon receipt of CONTRACTOR's complete monthly invoice along with the Monthly Activity Report and records of approved cases not on GEARS (Exempt and Licensed), COUNTY will authorize payment for the amount billed by CONTRACTOR, which shall include approved months on GEARS and approved months not on GEARS (License-Exempt Provider and Licensed Provider). COUNTY will then reconcile invoices for accuracy and documentation, including but not limited to disallowances for cases that were not transferred from S1CC to Stage 2 Child Care or Stage

3 Child Care, as stipulated in Attachment A, Statement of Work, Section 8.0, Subsection 8.5.13.

- 5.7.6 Within fifteen (15) business days of receipt of invoice and documentation, Accounts Receivable Section (ARS) will provide CONTRACTOR with a notice of the results of the month's reconciliation, including any non-supported requests for payment which will be deducted from future invoices. CONTRACTOR and COUNTY shall work together to resolve any discrepancies.
- 5.7.7 CONTRACTOR shall attempt to respond, with documentation, to COUNTY's notice of the results of the reconciliation within twenty (20) calendar days. COUNTY shall attempt to reply to CONTRACTOR responses within twenty (20) calendar days. If resolution has not been reached, CONTRACTOR shall request an in-person meeting coordinated by Contract Management Division (CMD), which shall be scheduled within ten (10) calendar days. If resolution of discrepancies results in an additional amount owed to CONTRACTOR, COUNTY shall authorize the issuance of a supplemental check to CONTRACTOR for that month within fourteen (14) calendar days of resolution. If the resolution of the discrepancies results in an overpayment to CONTRACTOR, COUNTY shall deduct the overpayment amount from the CONTRACTOR's next invoice.
- 5.7.8 COUNTY shall make available to CONTRACTOR by the fifth (5th) business day of each month, via web-based GEARS, a Detail Report of Stage 1 Child Care Payments (GRRST1PD or GRRST1PD-T), with Alternative Payment Program-Identifications (APP-IDs) attached, to reconcile GEARS records to CONTRACTOR's Monthly Activity Report.
- 5.7.9 COUNTY and CONTRACTOR have a mutual interest in minimizing the number of discrepancies between CONTRACTOR's monthly invoice and the Detail Report (GRRST1PD or GRRST1PD-T). Therefore, COUNTY and CONTRACTOR shall:
  - 5.7.9.1 Ensure that CONTRACTOR's monthly invoice and the Detail Report (GRRST1PD or GRRST1PD-T) cover one calendar month, exactly, and do not include any authorizations or payments made in any other month, as specified in Paragraph 5.7.10 below.
  - 5.7.9.2 CONTRACTOR shall input into GEARS all approvals, denials, and Enhanced Referrals made in a month and all other data required for CW 115 and CW 115(A) reports by the last day of the month. Payments shall be input into GEARS per Attachment A, Statement of Work, Paragraph 8.6.2.

- 5.7.9.3 CONTRACTOR and COUNTY shall maintain identical formats between CONTRACTOR's Monthly Activity Report and the Detail Report (GRRST1PD or GRRST1PD-T), except that CONTRACTOR's Monthly Activity Report shall not include the Parent Identification Number (PID) or Child Identification Number (CID). A change to either report shall only be made if there is an identical change made to the other report, effective the same month.
- 5.7.10 CONTRACTOR shall make any corrections or additions to a prior CONTRACTOR's monthly invoice, using the CONTRACTOR Invoice Adjustment Page, which shall be submitted along with the CONTRACTOR's monthly invoice. Corrections or additions to all prior months shall be included on a single invoice adjustment page. Additional approvals, Enhanced Referrals or DPP shall be itemized on the Monthly Activity Report in a section separate from payments which are included on page 3 of the CONTRACTOR's monthly invoice, and shall be organized in the same order as described in Paragraphs 5.7.2 and 5.7.3 above. CONTRACTOR may include on the CONTRACTOR O/A invoice adjustment page no more than two months administrative costs for processing retroactive approvals, including months in a prior Fiscal Year (FY) or months prior to the start of this Contract, on the basis that CONTRACTOR's work is performed and DPP are made in the current FY.
- No retroactive administrative costs shall be paid to CONTRACTOR if the reason the authorization is being completed retroactively is due to CONTRACTOR's delinquent processing of the approval.
- 5.7.11 COUNTY shall issue payment to CONTRACTOR for invoices within fifteen (15) calendar days of receipt and validation of each complete invoice, except for any reduction due to discrepancy or disallowed costs, as specified in Paragraphs 5.7.5 through 5.7.7 above.
- 5.7.12 After CONTRACTOR files its final FY invoice using Attachment C-2, including any adjustments for prior months, if COUNTY determines that CONTRACTOR has been underpaid, COUNTY shall issue payment for CONTRACTOR's approved final FY invoice within thirty (30) calendar days of receipt of invoice and determination that funds are owed to CONTRACTOR. If COUNTY determines that CONTRACTOR has been overpaid, CONTRACTOR shall pay COUNTY within thirty (30) calendar days of receipt of invoice and determination that CONTRACTOR was overpaid. If CONTRACTOR does not agree on the amount owed, COUNTY and CONTRACTOR shall meet within ten (10) calendar days and resolve the disagreement.

5.7.13 The final invoice for each FY shall be due no later than August 15<sup>th</sup> of the following FY. COUNTY shall not be liable for services rendered for final invoices received more than twenty (20) calendar days following final invoice due date.

**5.8 QUARTERLY RECONCILIATION INVOICES: (CITY OF NORWALK AND POMONA UNIFIED SCHOOL DISTRICT ONLY)**

5.8.1 COUNTY shall reconcile CONTRACTOR's monthly invoice quarterly. CONTRACTOR shall submit an original reconciliation invoice, to the CCA within thirty (30) calendar days following the end of each quarterly reconciliation period. The reconciliation invoice shall detail actual cost expenditures of CONTRACTOR for the prior Contract quarter. The first reconciliation invoice for this Contract shall cover the first three-month period of child care services (July 1, 2012, or date of contract execution, whichever is later, through September 30, 2012).

5.8.2 CONTRACTOR shall include, with the reconciliation invoice, the detailed line item support documentation to validate the reconciliation invoice amounts, in accordance with Attachment B, CONTRACTOR's Budget and Personnel Schedule for Co-located Staff, which includes but is not limited to the following:

- a. Administrative costs and support services costs, separately identified for each service type.
- b. Personnel expenditures for each service type itemized by pay classification, salaries, etc.
- c. Contract expenditures, not listed in a and b above, shall be listed separately, i.e., fringe benefits, supplies, equipment, and any other information found necessary by CONTRACTOR or COUNTY.
- d. Any prorated cost(s) shall be clearly identified on the reconciliation invoice.

5.8.3 CONTRACTOR shall provide details for underpayments and/or overpayments declared on the reconciliation invoice.

5.8.4 Any reconciling adjustments to the monthly payment shall be handled in accordance with the provisions as stated below:

- 5.8.4.1 COUNTY shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditure reported.

- 5.8.4.2 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by COUNTY to CONTRACTOR, or that COUNTY's liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against the following month's payments hereunder to CONTRACTOR.
- 5.8.4.3 Payment to CONTRACTOR may be subject to deductions cited in Compensation, Subsection 5.7, Invoices and Payments and Subsection 8.39, Liquidated Damages.
- 5.8.4.4 COUNTY has the discretion of not making payments for months subsequent to the month in which a reconciliation invoice is due, until the reconciliation has been received and processed by COUNTY.
- 5.8.4.5 In no event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract for each FY of the Contract.

## **5.9 ADVANCES AND SETTLEMENTS**

At COUNTY's sole discretion, funds may be advanced to CONTRACTOR when absolutely necessary to allow CONTRACTOR to provide S1CC services to CalWORKs participants and when essential for the effective implementation of the S1CC program.

5.9.1 CONTRACTOR shall request advance funds in writing and must demonstrate the need for the advance funds and that the advances are absolutely necessary to allow CONTRACTOR to provide critical services essential for the effective implementation of the S1CC program, prior to advances being issued during the first FY of the term of this Contract. CONTRACTOR shall develop a plan on how it will utilize, distribute, monitor, and repay advance funds back to COUNTY. This plan must be submitted with CONTRACTOR's request for advance funds and may be submitted to the Chief Executive Office (CEO) and Auditor-Controller (A-C) for approval. In addition to and consistent with the above, CONTRACTOR shall submit the following documentation with the request for advance funds:

- 5.9.1.1 CONTRACTOR's two most current independent audit reports and single audit (if available);
- 5.9.1.2 CONTRACTOR's financial status documents (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities); and

- 5.9.1.3 CONTRACTOR's business plan which demonstrates how CONTRACTOR will repay advances, upon request by COUNTY.
- 5.9.2 CONTRACTOR shall comply with all applicable federal, State and COUNTY regulations in regard to interest earned on advance funds.
- 5.9.3 COUNTY reserves the right to approve or deny CONTRACTOR's request for advance funds. The amount of advance funds authorized and paid for O/A should not exceed the monthly average of three consecutive months for O/A. The amount of advance funds authorized and paid for DPP should not exceed the average of one and one-half months of three consecutive months for DPP. Advance funds must be repaid to COUNTY prior to the end of the FY in which the advance payment is made, as specified in Paragraph 5.9.6 below.
- 5.9.4 COUNTY may advance funds for both O/A and DPP during the first month of each FY (i.e. July). CONTRACTOR cannot require COUNTY to commit funds beyond the term of this Contract, unless CONTRACTOR submits a request to carry over the amount of advance funds in CONTRACTOR's successor contract and COUNTY approves such request. If no successor contract is executed by CONTRACTOR and COUNTY, COUNTY shall recoup the advances on the final invoice submitted to the COUNTY by the CONTRACTOR, and if any additional recoupment is necessary, CONTRACTOR shall pay COUNTY by cash payment within three (3) business days of notification to CONTRACTOR of the final determination by COUNTY of the amount of the payment. The advancement of funds must be in compliance with all applicable rules and regulations including California Government Code Section 11019, which requires that advance funds are essential for the effective implementation of the program. Also, the advancement of funds must comply with CDSS Manual Letter No. OPS-89-01.
- 5.9.5 At any point that DPP is increasing so rapidly that CONTRACTOR would not have sufficient advance funds on hand to immediately pay all DPP, CONTRACTOR may request an additional advance so that all providers may be paid on time provided CONTRACTOR has met the requirements for submitting invoices timely, per Subsection 5.7, Invoices and Payments, Paragraph 5.7.2. Such request shall be in writing and include justification of need, a detailed accounting of all advance funds to date, a detailed accounting of all DPP CONTRACTOR paid with the advance funds and how much COUNTY has reimbursed CONTRACTOR. COUNTY shall determine the amount of the additional funds to be provided to CONTRACTOR and shall issue the determined amount within fifteen (15) business days of receipt of the written request. Notwithstanding any other section of this Contract, CONTRACTOR shall not be required to issue

DPP except from funds provided by COUNTY, and a claim against CONTRACTOR pursuant to Attachment A, Statement of Work, Section 9.0, Performance Requirements Summary (PRS), and Technical Exhibit A-1, PRS Chart, shall not be established against CONTRACTOR if a delay in making DPP is due to insufficient funds from COUNTY.

5.9.6 COUNTY shall begin recoupment of previously advance funds four (4) months prior to the end of the FY in which the funds were advanced. Recoupment of O/A advance funds shall be made from CONTRACTOR's payment for April and May monthly invoices. Recoupment of the direct provider payments advance funds shall be made from CONTRACTOR's payment for March, April, May, and June Special monthly invoices. COUNTY shall provide CONTRACTOR a notice of the recovery process, providing the details of the recovery and the dates that all invoices must be submitted. All advances must be fully reconciled by June 30<sup>th</sup> of each FY. In the event that the invoices received in the last four (4) months of the FY are not sufficient to recoup the advance funds, CONTRACTOR shall pay the difference to COUNTY by cash payment by June 25<sup>th</sup> of the FY.

5.9.7 COUNTY shall monitor CONTRACTOR's compliance with advance funds guidelines. CONTRACTOR shall submit any and all documentation deemed necessary by COUNTY to ensure CONTRACTOR is properly utilizing the advance funds as required by COUNTY.

## **5.10 UNSPENT FUNDS**

To ensure that CONTRACTOR fully utilizes COUNTY funds for contracted services, CONTRACTOR shall submit an Expenditure Report for Unspent Funds at the end of each FY by September 1st to DPSS Contract Management Division (CMD), as stipulated in Paragraph 5.10.1 below, regardless of whether CONTRACTOR has any unspent funds. At the end of each FY, all funds paid to CONTRACTOR in excess of actual costs, for the provision of S1CC services that have been properly earned, including interest, are to be treated as unspent funds.

At COUNTY's sole discretion, these unspent funds shall be returned to COUNTY or retained by CONTRACTOR to fund additional contract related services for the S1CC program. CONTRACTOR agrees to be bound by applicable COUNTY disallowed cost procedures, rules and regulations, and to repay to COUNTY any amount which is found to violate the terms of this Contract or applicable provisions. CONTRACTOR shall be responsible for tracking all Contract payments and expenditures for the S1CC program, including submission of the following:

5.10.1 An Expenditure Report for Unspent Funds reflecting Contract revenues versus expenditures, Attachment U, or a similar Expenditure Report

which follows standard accounting practices per OMB Circular 122A, Cost Principles for Non-Profit Organizations, shall be submitted to CMD by September 1<sup>st</sup> following the end of each FY and at the end of the contract term. Upon request by COUNTY, CONTRACTOR shall provide verification of expenditures within two (2) business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds. The Expenditure Report will be reviewed by COUNTY.

- 5.10.2 If CONTRACTOR identifies any unspent funds through the Expenditure Report, and does not wish to propose use of the unspent funds for future use by CONTRACTOR, CONTRACTOR shall return the unspent funds to COUNTY within twenty (20) business days.
- 5.10.3 If CONTRACTOR identifies any unspent funds through the Expenditure Report, and wishes to propose use of the unspent funds for future use by CONTRACTOR, CONTRACTOR shall submit a Disposition Plan for unspent funds for each FY by September 1<sup>st</sup>, at the same time CONTRACTOR submits the Expenditure Report on Contract revenues versus expenditures. Failure to submit a Disposition Plan for unspent funds by September 1<sup>st</sup> shall require CONTRACTOR to return any unspent funds within twenty (20) business days.
- 5.10.4 For unspent funds, cost reimbursement rules apply. Unspent funds must enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the contract budget. The Disposition Plan must include a budget in accordance with the principles included in OMB Circular A-122 (<http://www.whitehouse.gov/omb/circulars/default>). The Disposition Plan will be reviewed by COUNTY and is subject to approval at COUNTY's sole discretion.
- 5.10.5 In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan and all reporting and record keeping activities.
- 5.10.6 COUNTY will make a determination within ten (10) business days of receipt of the Expenditure Report and Disposition Plan and will notify CONTRACTOR if the unspent funds should be returned to COUNTY or retained by CONTRACTOR. In the event that COUNTY does not approve CONTRACTOR's Disposition Plan and determines that the unspent funds shall be returned to COUNTY and CONTRACTOR agrees with COUNTY's determination, COUNTY will deduct the identified amount from CONTRACTOR's next monthly invoice or

CONTRACTOR will reimburse COUNTY within ten (10) business days from COUNTY's notification.

- 5.10.7 In the event that COUNTY does not approve CONTRACTOR's Disposition Plan, and CONTRACTOR disagrees with COUNTY's determination, CONTRACTOR shall, in consultation with COUNTY, work to develop a revised Disposition Plan that is acceptable to COUNTY and submit a revised plan to COUNTY within five (5) business days of the denial of the proposed plan. COUNTY shall respond to CONTRACTOR in writing within five (5) business days of receipt of CONTRACTOR's revised plan. In the event that COUNTY does not approve CONTRACTOR's revised plan and determines that the unspent funds shall be returned to COUNTY, COUNTY will deduct the identified amount from CONTRACTOR's next monthly invoice or CONTRACTOR will reimburse COUNTY within three (3) business days from COUNTY's notification. COUNTY may request that the unspent funds be returned to COUNTY within five (5) business of CONTRACTOR's failure to develop a COUNTY approved final Disposition Plan. CONTRACTOR must comply with COUNTY's designated time frame.
- 5.10.8 COUNTY has the right to evaluate the effectiveness of services provided under the Disposition Plan. If COUNTY finds the services are not effective, the services under the Disposition Plan may be terminated at COUNTY's sole discretion and CONTRACTOR must return the remaining unspent funds to COUNTY.
- 5.10.9 CONTRACTOR must submit a Final Disposition Report to COUNTY within thirty (30) calendar days after the scheduled completion date of services provided in the approved Disposition Plan.

All uses of funds paid to and expended by CONTRACTOR, including unspent funds, and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DPSS, COUNTY's Auditor-Controller or its designee.

Notwithstanding any other provision of this Contract, in addition to all other rights to monitor CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of funds paid to and expended by CONTRACTOR, including unspent funds, in order to ensure that all funds are accounted for.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 COUNTY CONTRACT SECTION MANAGER (CCSM)**

COUNTY shall designate one person who will have the authority to act as the CCSM on all matters pertaining to this Contract. Responsibilities of the CCSM or alternate include:

6.1.1 Ensuring that the objectives of this Contract are met;

6.1.2 Providing direction to CONTRACTOR on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and

6.1.3 Negotiating with CONTRACTOR changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.7, Changes and Amendments of Terms.

The CCSM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **6.2 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

COUNTY shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and

6.2.2 Providing direction to CONTRACTOR on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

COUNTY shall designate one person who will have authority to act as the CCA on all matters pertaining to this Contract. Responsibilities of the CCA or alternate include:

- 6.3.1 Overseeing the daily operations of this Contract;
- 6.3.2 Inspecting any and all tasks, deliverables, services, and work provided by CONTRACTOR;
- 6.3.3 Acting as a liaison between COUNTY and CONTRACTOR;
- 6.3.4 Providing direction to CONTRACTOR in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to this Contract;
- 6.3.5 Meeting with CONTRACTOR's Manager on a regular basis; and
- 6.3.6 Informing CONTRACTOR of the name, address and telephone number of the CCA, in writing, at any time a change of CCA is made.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

COUNTY shall designate staff that will have the authority to act as the CPM. Responsibilities of the CPM include:

- 6.4.1 Monitoring any and all tasks, deliverables, services, or other work provided by or on behalf of CONTRACTOR. The CPM reports to the CCA;

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**6.5 DPSS DISTRICT CHILD CARE COORDINATOR (DISTRICT CCC)**

COUNTY shall designate staff that will have the authority to act as the District CCC. Responsibilities of the District CCC or alternate designated for each DPSS District office include:

- 6.5.1 Receiving the CalWORKs Stage 1 Child Care Request (ST1-01) from the Eligibility Worker, and forwarding the child care request to CONTRACTOR or CONTRACTOR's co-located staff.
- 6.5.2 Working with CONTRACTOR's co-located staff at the District offices on individual family cases and resolving any child care problems or issues involving that District office.
- 6.5.3 Reporting to the CCA any problem that CONTRACTOR and the District CCC were not able to resolve.

The District CCC is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**6.6 DPSS GAIN CHILD CARE COORDINATOR (DISTRICT CCC)**

COUNTY shall designate staff that will have the authority to act as the GAIN CCC. Responsibilities of the GAIN CCC or alternate designated for each GAIN Regional office include:

6.6.1 Working with the CONTRACTOR's staff at the GAIN Regional offices on individual family cases and will work to resolve any problem or issue involving that GAIN Regional office.

6.6.2 Reporting to the CCA any problem that CONTRACTOR and the GAIN CCC were not able to resolve.

The GAIN CCC is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**6.7 DPSS ACCOUNTS RECEIVABLE SECTION (ARS) – CHILD CARE PROCESSING UNIT (CCPU)**

The DPSS ARS – CCPU is responsible for reconciling the CONTRACTOR's monthly invoices to the invoice back-up documentation and materials. The ARS – CCPU notifies the CONTRACTOR if there are discrepancies and notifies the CCA when invoice adjustments must be made.

**7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

**7.1 CONTRACTOR'S AUTHORIZED OFFICIAL**

CONTRACTOR's authorized official shall be the designated person identified in Attachment E, CONTRACTOR's Administration. Notices shall be sent to CONTRACTOR's authorized official as specified in Paragraph 8.50.2. CONTRACTOR shall inform COUNTY of the name, address and telephone number of CONTRACTOR's authorized official, in writing, at any time a change of CONTRACTOR's authorized official is made. If there are any changes, a new certified Statement of Information (SOI) must be submitted to COUNTY per Section 8.0, Standard Terms and Conditions, Subsection 8.3, Authorization Warranty.

## **7.2 CONTRACTOR'S MANAGER (CM)**

CONTRACTOR shall designate one person who will have full authority to act as the CM on all matters pertaining to the daily operations of this Contract. Responsibilities of the CM or alternate include:

- 7.2.1 Acting as a liaison with COUNTY and being responsible for the overall management and coordination of this Contract and the performance of the work;
- 7.2.2 Responding to any questions or concerns within one (1) business day of verbal notice from the CCA or alternate, excluding weekends and holidays;
- 7.2.3 Meeting with the CCA and CPM on a regular basis; and
- 7.2.4 Informing the COUNTY of the name, address and telephone number of the CM, in writing, at any time a change of CM is made.

The CM is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to further obligate CONTRACTOR to COUNTY in any respect whatsoever.

## **7.3 OTHER CONTRACTOR'S STAFF**

- 7.3.1 CONTRACTOR shall employ staff with background experience and expertise to provide the services required in Attachment A, Statement of Work.
- 7.3.2 CONTRACTOR shall provide bilingual staff to meet the needs of the COUNTY's CalWORKs participants receiving services from CONTRACTOR. CONTRACTOR shall have a methodology for verifying that bilingual employees are competent in reading, writing, and speaking both English and the other languages in which they are providing services. CONTRACTOR's methodology shall be shared with the COUNTY upon request.
- 7.3.3 The most common languages needed by CONTRACTOR are identified on Attachment A, Technical Exhibit A-4, but CONTRACTOR must provide services in any of the threshold languages when needed per Attachment A, Statement of Work, Subsection 7.4.

## **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

## **7.5 CRIMINAL BACKGROUND CHECKS**

- 7.5.1. To the extent permitted by law, CONTRACTOR will conduct a background check for felony criminal convictions (hereinafter "Background Check") of all applicants for employment who are hired by CONTRACTOR after the date this Contract is executed by CONTRACTOR and COUNTY for a position which performs services under this Contract.
- 7.5.2. To the extent permitted by law, CONTRACTOR will conduct a Background Check of all employees for whom CONTRACTOR has not conducted a Background Check under paragraph 7.5.1, and who are promoted after the date this Contract is executed by CONTRACTOR and COUNTY to a position which performs services under this Contract.
- 7.5.3. For purposes of this section and Attachment F, a position which performs services under this Contract is defined as an employee who is paid on a direct cost basis from Stage 1 funds, and works 10% or more of their time on the Stage 1 Contract.
- 7.5.4. Employees of CONTRACTOR subject to paragraph 7.5.1 or 7.5.2 shall pass, to the satisfaction of COUNTY, a Background Check as a condition of performing work under this Contract.
- 7.5.5. CONTRACTOR shall use its discretion in determining whether to use a third-party investigative service provider to conduct the Background Check, and shall request, at a minimum, that such provider search and provide a report regarding federal, county and statewide felony criminal records, including sex offenses, and driving records.
- 7.5.6. The fees associated with the Background Check, for which CONTRACTOR will be reimbursed up to a maximum of \$75.00 per employee, per instance as specified in this Contract, Section 5.0, Compensation, Subsection 5.1, Operational/Administrative (O/A), Paragraph 5.1.2, shall initially be incurred at CONTRACTOR'S expense, irrespective of whether or not CONTRACTOR'S employee subject to paragraph 7.5.1 or 7.5.2 passes or fails the Background Check. CONTRACTOR may invoice COUNTY for costs of background checks which exceed the \$75.00 per employee under Paragraph 5.1, as part of the per case rate.
- 7.5.7. To the extent permitted by law, CONTRACTOR will utilize its best efforts to have the Background Check report the following felony convictions:
  - a. Blackmail;
  - b. Bribery;
  - c. Burglary;
  - d. Crimes against Children and Elders;

- e. Embezzlement, including Theft of Public Funds;
- f. Extortion;
- g. Falsification of Financial Statements and/or Public Records;
- h. Forgery;
- i. Grand Theft;
- j. Mass Murder;
- k. Sexual Battery, including but not limited to rape;
- l. Robbery;
- m. Sale of Narcotics and/or Dangerous Drugs, including Intent to Sell; and
- n. Fraud, including but not limited to welfare fraud.

7.5.8. CONTRACTOR shall notify COUNTY immediately if an employee of CONTRACTOR subject to paragraph 7.5.1 or 7.5.2 does not pass a Background Check due to felony convictions listed in paragraph 7.5.7. Upon receiving such notice, COUNTY may request that such employee be immediately removed from working in a position which performs services under this Contract, and/or COUNTY, may immediately deny or terminate access to COUNTY facilities by such employee.

7.5.9. If an employee of CONTRACTOR subject to paragraph 7.5.1 or 7.5.2 is removed from working in a position which performs services under this Contract pursuant to this Subsection 7.5, it shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5.10 All employees of CONTRACTOR who are subject to paragraph 7.5.1 or 7.5.2 shall complete and sign Attachment F, Stage 1 Child Care Criminal Conviction Information Notice and Certification prior to hiring under paragraph 7.5.1 or promotion under paragraph 7.5.2. CONTRACTOR will maintain the completed and signed certification for employees who perform work under this Contract so that it will be available for review by COUNTY, if requested. Such request is at COUNTY'S discretion.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection 8.1, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.

- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is executed in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **8.2 AUDIT SETTLEMENT**

- 8.2.1 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either:
- a. Repaid forthwith, not to exceed thirty (30) calendar days, by CONTRACTOR to COUNTY by cash payment upon demand, or
  - b. At the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise.
- 8.2.2 If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

8.2.3 COUNTY will notify CONTRACTOR of any audit dispute and permit CONTRACTOR to participate in any response. Nothing in this Subsection 8.2 constitutes a waiver of CONTRACTOR's rights and remedies.

**8.3 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

CONTRACTOR shall submit a California Statement of Information (SOI) to COUNTY prior to contract execution, and a certified California SOI upon its expiration, listing its authorized officials. If such authorized officials are unavailable to sign the contract, CONTRACTOR may present a Board Resolution stamped with the CONTRACTOR's seal delegating an authorized official(s) to sign for CONTRACTOR and a list of CONTRACTOR's Board of Directors, prior to execution of the contract or its amendments.

**8.4 BUDGET REDUCTIONS**

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by CONTRACTOR under this Contract shall also be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

**8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)**

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its

subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

## **8.6 CHANGE OF ADDRESS**

8.6.1 If there is no request from CONTRACTOR for COUNTY-provided equipment relocation due to a move to another facility, an additional office or a new service site, either party may designate a new address by giving a ten (10) business days' prior written notice thereof to the other party.

8.6.2 If there is a request from CONTRACTOR for COUNTY-provided equipment relocation due to a move to another facility, an additional office or a new service site, CONTRACTOR may designate a new address by giving a five (5) months' prior written notice thereof to COUNTY.

## **8.7 CHANGES AND AMENDMENTS OF TERMS**

The parties may change, through negotiation, any portion of the work required under this Contract, or amend any term or condition, which may become necessary. Any such changes shall be accomplished in the following manner:

8.7.1 For any change which does not materially affect the scope of work, term of contract, compensation, or any term or condition included under this Contract, a Change Notice shall be prepared and signed by the CCSM and CONTRACTOR's Authorized Official.

8.7.2 For any change which materially affects the scope of work, term of contract, compensation, or any term or condition included under this Contract, a negotiated amendment to this Contract shall be prepared by the COUNTY and executed by CONTRACTOR and the COUNTY's Board of Supervisors or the DPSS Director, if the DPSS Director has the delegated authority to execute, as provided in Paragraph 8.7.5 herein below.

8.7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. COUNTY reserves the right to add and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared and executed by

CONTRACTOR and the COUNTY's Board of Supervisors or the DPSS Director, if the DPSS Director has the delegated authority to execute.

8.7.4 Intentionally Omitted

8.7.5 The DPSS Director may prepare and execute amendments to this Contract without further action by COUNTY's Board of Supervisors under the following conditions:

8.7.5.1 Amendments shall be in compliance with applicable federal, State, and COUNTY regulations.

8.7.5.2 The Amendment shall be for a decrease in the Contract amount.

8.7.5.3 COUNTY's Board of Supervisors has appropriated sufficient funds in DPSS.

8.7.5.4 The Amendment shall be for an increase of no more than ten (10) percent of the original Contract rates, and is necessitated by additional and necessary services and/or to comply with changes in federal, State, or COUNTY requirements.

8.7.5.5 DPSS shall obtain the approval of County Counsel or his/her designee for an amendment to this Contract.

**8.8 CHILD/ELDER ABUSE AND FRAUD REPORTING**

8.8.1 CONTRACTOR staff performing work under this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

8.8.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within one (1) business day from the date CONTRACTOR became aware of the suspected instance of child abuse.

8.8.3 CONTRACTOR staff performing work under this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff performing work under this Contract shall make the report on such abuse, and shall submit

all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

- 8.8.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date CONTRACTOR became aware of the suspected instance of elder abuse.
- 8.8.5 CONTRACTOR staff performing work under this Contract shall also immediately report all suspected or actual welfare fraud situations to DPSS Central Fraud Reporting Line at (800) 349-9970.
- 8.8.6 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR's compliance with Paragraphs 8.8.1 through 8.8.6 whether due to CONTRACTOR's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this Subsection 8.8 was negotiated and each was represented by independent legal counsel.

## **8.9 COLLECTIVE BARGAINING AGREEMENT**

To comply with CDSS Operations Manual Section 23-610 (c) (22), CONTRACTOR agrees to provide COUNTY, upon request, a copy of any collective bargaining agreement covering employees performing work under this Contract.

## **8.10 COMMUNICATION**

CONTRACTOR shall endeavor to maintain the good will and spirit of cooperation that exists between COUNTY and welfare advocacy groups who represent participants provided services under this Contract. Cooperation shall include verbal and written communications, attendance at meetings and submission of written materials for CalWORKs participants, as also specified in Attachment A, Statement of Work, Paragraph 8.8.6.

## **8.11 COMPLAINTS**

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

- 8.11.1 Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's written policy for receiving, investigating and responding to user complaints.
- 8.11.2 The CCA will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 8.11.3 If the CCA requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the revised plan within five (5) business days for COUNTY approval.
- 8.11.4 If, at any time, CONTRACTOR wishes to change the CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.
- 8.11.5 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.11.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.11.7 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.
- 8.11.8 For complaints of discriminatory treatment made by participants, CONTRACTOR must provide and, if requested by the participant, assist with completing Attachment H, the Complaint of Discriminatory Treatment (PA 607) form, in the participant's designated/preferred language.
  - 8.11.8.1 CONTRACTOR shall maintain a log of Civil Rights complaints;
  - 8.11.8.2 CONTRACTOR must designate the CM to act as the Civil Rights Liaison (CRL) between CONTRACTOR and COUNTY; and
  - 8.11.8.3 CONTRACTOR shall ensure that the designated CM/CRL forwards the PA 607s to the CCA within two (2) business days; who in turn shall immediately forward the PA 607s to the DPSS Civil Rights Section (CRS) for investigation.
  - 8.11.8.4 In processing Civil Rights complaints made by participants, the CM/CRL shall not attempt to conduct an investigation.

All Civil Rights complaint investigations regarding participants are handled strictly by CRS staff.

## **8.12 COMPLETION OF CONTRACT**

- 8.12.1 Two months prior (or shorter time period if determined by COUNTY), to termination or expiration of this Contract, CONTRACTOR shall allow COUNTY or newly selected Contractor a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. This transition shall include any and all specific tasks and standards required of CONTRACTOR pursuant to Attachment A, Statement of Work and Technical Exhibits, of this Contract.
- 8.12.2 CONTRACTOR shall provide assistance for an orderly transition of the work back to COUNTY or another Contractor by the provision of personnel, plans and training. During this transition period CONTRACTOR shall continue to process work timely and accurately so that the operation is current at the termination or expiration of this Contract.

## **8.13 COMPLIANCE WITH APPLICABLE LAWS**

- 8.13.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:
- a. California Welfare and Institutions Code.
  - b. California Department of Social Services (CDSS) Manual of Policies and Procedures.
  - c. CDSS Operations Manual.
  - d. Social Security Act.
  - e. State Energy and Efficiency Plan (Title 24, California Administrative Code).
  - f. Clean Air Act (Section 306, 42USC 1857 (h)).
  - g. Clean Water Act (Section 508, 33USC 1368).
  - h. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

- i. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}.
- j. Cost Principles for Educational Institutions, Office of Management and Budget (OMB) Circular A-21.
- k. Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87.
- l. Cost Principles for Non-Profit Organizations, OMB Circular A-122.
- m. Audits of State, Local Governments, and Non-Profit Organizations, OMB Circular A-133.
- n. CalWORKs GAIN Policy on-line.
- o. California Department of Education (CDE) Regulations
- p. Various State regulations and releases as listed on Attachment A, Statement of Work, Technical Exhibit A-9.
- q. State and Federal laws pertaining to Patent, Copyright, and Trade Secrets.

8.13.2 CONTRACTOR shall maintain all licenses required to perform work under this Contract.

#### **8.14 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.14.1 CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, as amended in Volume 42 of United States Code Sections 2000 (e) (1) through 2000 (e) (17); Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the Americans with Disability Act (ADA) of 1990, as amended; WIC Section 10000; CDSS Manual of Policies and Procedures, Division 21; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, disability or condition of physical handicap. CONTRACTOR shall sign and adhere with the terms as set forth in Attachment Q,

CONTRACTOR's EEO Certification, and Attachment I, CONTRACTOR's Non-Discrimination In-Service Statement.

- 8.14.2 In addition, CONTRACTOR shall abide by the provisions contained in the current Civil Rights Training Handbook, which was developed in compliance with the October 23, 2003, Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services. The RA placed new Civil Rights requirements on DPSS and its Contractors. The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS and its Contractors. Civil Rights requirements include, but are not limited to the following:
- 8.14.2.1 CONTRACTOR must ensure that public contact staff attend the mandatory Civil Rights training provided by DPSS; and
  - 8.14.2.2 CONTRACTOR must effectively identify the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or a similar form that CONTRACTOR already has in place. (Note: Similar forms that CONTRACTOR uses must be forwarded to DPSS for clearance); and
  - 8.14.2.3 CONTRACTOR must ensure that notices sent to participants are in their respective designated/preferred language; and
  - 8.14.2.4 CONTRACTOR must provide interpreters to ensure meaningful access to services for all participants; and
  - 8.14.2.5 CONTRACTOR must maintain records that include any Civil Rights related correspondence pertaining to participants such as PA 481s, and must document in the case records whether language services and ADA accommodations were provided; and
  - 8.14.2.6 CONTRACTOR must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log as specified in Paragraph 8.11.8 above; and
  - 8.14.2.7 CONTRACTOR must collect data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

## **8.15 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.15.1 Jury Service Program**

This Contract is subject to the provisions of COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. CONTRACTOR's certification of compliance or application for exception is verified on Attachment J, CONTRACTOR's Employee Jury Service Program Certification and Application for Exception.

### **8.15.2 Written Employee Jury Service Policy**

8.15.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.15.2.2 For purposes of this Subsection 8.15, "Contractor" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

8.15.2.3 If CONTRACTOR uses any subcontractor to perform work for COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Subsection 8.15. The provisions of this Subsection 8.15 shall be inserted into any

such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract.

8.15.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the CONTRACTOR continues to qualify for an exception to the Program.

8.15.2.5 CONTRACTOR’s violation of this Subsection 8.15 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.16 INTENTIONALLY OMITTED**

## **8.17 CONFIDENTIALITY**

8.17.1 CONTRACTOR shall maintain the confidentiality of all records obtained from current or former CalWORKs participants and/or the COUNTY under this Contract in accordance with all applicable federal, State or local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

8.17.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,

consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Subsection 8.17, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subsection 8.17 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 8.17.3 CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors performing work hereunder of the confidentiality provisions of this Contract.
- 8.17.4 CONTRACTOR shall cause each employee performing work under this Contract to sign and adhere to the provisions of Attachment K-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement." Pursuant to State law, including without limitation, Welfare and Institutions Code (WIC), Section 10850 et seq. and 17006, all of the applications and case records pertaining to individuals applying for or receiving public social services are confidential and no information related to any individual public social services application or case record is to be in any way relayed to anyone except authorized employees of Los Angeles County DPSS and those referenced in the WIC Sections above.
- 8.17.5 CONTRACTOR shall cause each non-employee performing work under this Contract to sign and adhere to the provisions of Attachment K-2, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement."
- 8.17.6 CONTRACTOR shall follow written instructions outlined in the DPSS Manual Letter No. 318, to be provided at a later date, regarding subpoenaed and confidential information. Until Manual Letter No. 318 is released, upon receipt of a subpoena, CONTRACTOR shall contact the CCA prior to releasing information.

**8.18 CONFLICT OF INTEREST**

8.18.1 CONTRACTOR shall adopt a conflict interest policy for all staff performing work under this Contract which includes but is not limited to the following:

8.18.1.1 CONTRACTOR must ensure that staff performing work under this Contract shall not have access to records or information regarding their own cases or those of relatives or friends; and

8.18.1.2 CONTRACTOR must ensure that staff performing work under this Contract shall not be a licensed or license-exempt child care provider under the S1CC program; and

8.18.1.3 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.18.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.18 shall be a material breach of this Contract.

**8.19 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified,

former County employees who are on a re-employment list during the life of this Contract.

**8.20 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS**

8.20.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's DPSS GAIN Program or GROW Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR. CONTRACTOR shall complete and sign Attachment M, Attestation of Willingness to Consider GAIN/GROW Participants.

8.20.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.21 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

8.21.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the work under this Contract. It is COUNTY's policy to conduct business only with responsible Contractors.

8.21.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts, CONTRACTOR may have with COUNTY.

8.21.3 Non-responsible Contractor

COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1)

violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

#### 8.21.4 Contractor Hearing Board

8.21.4.1 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.21.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.21.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.21.4.4 If CONTRACTOR has been debarred for a period longer than five (5) years, CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more

of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

8.21.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.21.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.21.5 Subcontractors of CONTRACTOR

The terms of this Subsection 8.21 shall also apply to Subcontractors of COUNTY Contractors.

### **8.22 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster as set forth in Attachment N of this Contract, in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DPSS

will supply CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.23 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Attachment O, Charitable Contributions Certification, COUNTY seeks to ensure that all COUNTY contractors which receive or raise charitable contributions comply with California law in order to protect COUNTY and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

### **8.24 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment P in order to provide those services. COUNTY and CONTRACTOR therefore agree to the terms of Attachment P, CONTRACTOR's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

### **8.25 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.25.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.25.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.26 COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

**8.27 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.27.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.27.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

**8.28 DISCLOSURE OF INFORMATION – PUBLICITY**

8.28.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

8.28.1.1 CONTRACTOR shall develop public outreach material advising of available child care services. This material should be presented in a professional manner; however, it should be clear, concise, and easy to understand.

8.28.1.2 During the term of this Contract, CONTRACTOR, its employees, agents, and subcontractors shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of the CCSM. COUNTY shall not unreasonably withhold written consent. In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for, or participant of services provided by DPSS.

8.28.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.28 shall apply.

## **8.29 EMPLOYEE SAFETY**

CONTRACTOR will assure that CONTRACTOR's employees:

8.29.1 Are covered by an effective Injury and Illness Prevention Program; and

8.29.2 Receive all required general and specific training on employee safety.

## **8.30 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.30.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.30.2 CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract. This Subsection 8.30 does not apply to child care providers.

### **8.31 FACSIMILE AND SCANNED REPRESENTATIONS**

COUNTY and CONTRACTOR hereby agree to regard facsimile and scanned representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.7, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile and non-scanned) transmission of "original" versions of such documents.

### **8.32 FISCAL ACCOUNTABILITY**

8.32.1 CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations; and OMB Circular A-133 Audits for States, Local Governments and Non-Profit Organizations.

8.32.2 CONTRACTOR shall comply with OMB A-133 by providing a Single Audit to COUNTY on an annual basis.

8.32.3 The Catalog of Federal Domestic Assistance (CFDA) number for this Contract is 93.558.

### **8.33 FORCE MAJEURE**

8.33.1 Neither party shall be liable for such party's failure to perform its obligations (permanently or temporarily) under and in accordance with this Contract, if such failure arises out of governmental restrictions, regulations, or controls, or other causes such as fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subsection 8.33 as "force majeure events"). Said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Any non-performance which is excused hereunder shall not be used in calculating the degree of deviation in the Performance Requirement Summary.

8.33.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of

them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subsection 8.33, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.33.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### **8.34 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

#### **8.35 GOVERNMENT OBSERVATIONS**

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR's performance.

#### **8.36 INDEPENDENT CONTRACTOR STATUS**

8.36.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.36.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

- 8.36.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract. This paragraph does not apply to child care providers.
- 8.36.4 CONTRACTOR shall adhere to the provisions stated in Subsection 8.17, Confidentiality.

### **8.37 INSURANCE GENERAL REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, with the exception of Subsection 8.56, Records Retention and Inspection, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 8.37 and 8.38 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

- 8.37.1 Evidence of Coverage and Notice to COUNTY
  - 8.37.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured Endorsement confirming COUNTY and its Agents (defined in Paragraph 8.37.2) has been given Insured status under CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown in Subparagraph 8.37.1.5 below and provided prior to commencing services under this Contract.
  - 8.37.1.2 Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to CONTRACTOR's policy expiration dates. COUNTY reserves the right to obtain complete,

certified copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.

8.37.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

8.37.1.4 Neither COUNTY's failure to obtain, nor COUNTY's non-receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.37.1.5 Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attn: CCA

8.37.1.6 CONTRACTOR also shall report to COUNTY within one (1) business day of discovery any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

#### 8.37.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to COUNTY. The full policy limits and scope of protection also shall apply to COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.37.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 8.37.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from compensation due to CONTRACTOR any premium costs advanced by COUNTY for such insurance or pursue Contractor reimbursement.

8.37.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to COUNTY with A.M. Best Insurance Ratings of not less than A: VII unless otherwise approved by COUNTY.

8.37.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.37.7 Waivers of Subrogation

To the fullest extent permitted by law, CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.37.8 Sub-Contractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name COUNTY and CONTRACTOR as additional insureds General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.37.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR. COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.37.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 8.37.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.37.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.37.13 Alternative Risk Financing Programs

COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.37.14 COUNTY Review and Approval of Insurance Requirements

COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY’s determination of changes in risk exposures.

### **8.38 INSURANCE COVERAGE REQUIREMENTS**

#### 8.38.1 Commercial General Liability

Commercial General Liability insurance providing scope of coverage equivalent to ISO policy form CG 00 01 or its equivalent), naming COUNTY and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.38.2 Automobile Liability

Automobile Liability insurance providing scope of coverage equivalent to ISO policy form CA 00 01 or its equivalent) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. This insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.38.3 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.38.4 Crime Coverage

Crime Coverage insurance or a Fidelity Bond with limits of not less than \$100,000 per occurrence covering against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR, and shall apply to all of CONTRACTOR's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. COUNTY and its Agents shall be named as an additional insured and loss payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to employee dishonesty; forgery or alteration; theft, mysterious disappearance, and destruction; computer fraud/theft; burglary and robbery, and shall not contain a requirement for an arrest and/or conviction.

#### 8.38.5 Property Coverage

Property Coverage insurance providing deductibles of no greater than five percent (5%) of the property value. This coverage shall apply to the COUNTY property described in Section 6.0 of the Statement of Work. Contractors given exclusive use of COUNTY owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. COUNTY and its Agents shall be named as an additional insured and loss payee as its interests may appear. This insurance shall insure automobiles and mobile equipment, COUNTY owned or leased, for their actual cash value. Real property and all other personal property, COUNTY owned or leased, shall be insured for their full replacement value.

#### 8.38.6 Sexual Misconduct Liability

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

#### 8.36.7 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs including legal and collection fees incurred by COUNTY.

### **8.39 LIQUIDATED DAMAGES**

8.39.1 If, in the judgment of the DPSS Director, or his/her designee, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, and as defined in Attachment A, Technical Exhibit A-1, Performance Requirement Summary (PRS) Chart, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may establish a claim against CONTRACTOR for the amount specified in the PRS and CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR for the work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to

CONTRACTOR by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.39.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by CONTRACTOR over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may:
- 8.39.2.1 Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Compensation; and/or
  - 8.39.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances or as specified in Attachment A, Technical Exhibit A-1, PRS Chart, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or
  - 8.39.2.3 Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies by utilizing an alternate source. The total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or a separate private contractor, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.
- 8.39.3 The actions noted in Paragraph 8.39.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY's cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.39.4 This Subsection 8.39 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.39.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

#### **8.40 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

8.40.1 This Contract, if applicable, is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.40.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.40.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.40.4 If CONTRACTOR has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

8.40.4.1 Pay to COUNTY any difference between the contract amount and what COUNTY's costs would have been if the contract had been properly awarded; and

8.40.4.2 In addition to the amount described in subdivision 8.40.3.1, be assessed a penalty in an amount of not more than 10 percent of the amount of this contract; and

8.40.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

#### **8.41 MOST FAVORED PUBLIC ENTITY**

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same services under similar quantity and delivery conditions to the State of California or any county, municipality, or district

of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

## **8.42 INDEMNIFICATION**

- 8.42.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents (collectively "COUNTY") from and against any and all liability and expense, including defense costs and legal fees, and claims for damages, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, federal and State laws and regulations, Court Rules or ordinances resulting from or connected with CONTRACTOR's acts or omissions, resulting from its performance of this Contract subject to the provisions of paragraph 8.42.7.
- 8.42.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Workers' Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements, as set forth in Paragraph 8.38.3, to any and all CONTRACTOR employees for injuries arising from or connected with services performed under this Contract, subject to the provisions of paragraph 8.42.7.
- 8.42.3 CONTRACTOR shall indemnify COUNTY, and hold harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the aforementioned obligations and covenants.
- 8.42.4 COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its agents, officers and employees from and against any and all liability, and expense, including defense costs and legal fees, and claims for damages, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, federal and State laws and regulations, Court Rules or ordinances resulting from or connected with COUNTY's acts or omissions, resulting from its performance of this Contract.
- 8.42.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from any and all COUNTY employee Workers' Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Workers' Compensation benefits in an amount and form to meet the State of California's statutory requirements to any and

all COUNTY employees for injuries arising from or connected with services performed under this Contract.

- 8.42.6 COUNTY shall indemnify CONTRACTOR, and hold harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the aforementioned obligations and covenants.
- 8.42.7 Insofar as the obligations under this Contract require the CONTRACTOR to administrate Child Care services that are provided by License-Exempt Providers on behalf of COUNTY, COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR, its directors, officers, employees, agents, and representatives from and against any and all liability, claims, lawsuits, demands, costs and expenses (collectively "Claims"), including defense costs and legal fees and Claims for damages that are based on or arise under (i) Municipal, County, federal and California laws or regulations related to employment, labor, tax and Workers' Compensation laws (including contract and tort laws) and regulations, Court Rules and ordinances; and (ii) federal and California constitutional provisions regarding employment, labor, tax and Workers' Compensation resulting from Child Care services by License-Exempt Providers pursuant to CONTRACTOR's work under this Contract.

#### **8.43 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

CONTRACTOR shall comply with all Equal Employment Opportunity (EEO)/anti-discrimination laws and regulations as defined in U.S. Executive Order 11246 and as amended by U.S. Executive Order 11375 and Supplemented in Department of Labor Regulations, 41 CFR, Part 60. CONTRACTOR shall ensure that EEO and State approved Civil Rights posters, "Equal Under the Law," are posted in all of CONTRACTOR's facilities, where they are easily accessible to CONTRACTOR's employees.

- 8.43.1 CONTRACTOR shall sign and comply with, the provisions of Attachment Q - CONTRACTOR's EEO Certification.
- 8.43.2 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State EEO/anti-discrimination laws and regulations.
- 8.43.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable federal and State EEO/anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.43.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.43.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.43.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's applicable S1CC employment records during regular business hours to verify compliance with the provisions of this Subsection 8.43 when so requested by COUNTY.
- 8.43.7 If COUNTY finds that any provisions of this Subsection 8.43 have been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. While COUNTY reserves the right to determine independently that the EEO/anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated federal or State EEO/anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the EEO/anti-discrimination provisions of this Contract.
- 8.43.8 The parties agree that in the event CONTRACTOR violates any of the EEO/anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.44 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like services from other entities or sources.

**8.45 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt of notice of delay, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

**8.46 NOTICE OF DISPUTES**

Any disputes between COUNTY and CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA and/or CCSM. If the CCA or CCSM is not able to resolve the dispute, the DPSS Director or his/her designee shall resolve it. The DPSS Director's or his/her designee's decision shall be final, after a reasonable resolution process.

**8.47 NOTICE OF MEETINGS**

CONTRACTOR shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by COUNTY. COUNTY will give five (5) business days prior notice to CONTRACTOR of the need to attend such meetings or public hearings. If the appropriate CONTRACTOR staff is unavailable to attend, CONTRACTOR shall notify COUNTY immediately and COUNTY will attempt to reschedule the meeting or public hearing.

CONTRACTOR may verbally request meetings with COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

**8.48 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Attachment R, Internal Revenue Service Notice No. 1015.

**8.49 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment N of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.50 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing.

**8.50.1 Delivery of Notices**

Delivery of notices shall be accomplished by electronic mail (e-mail), facsimile (fax), hand delivery with a signed receipt, Fed-Ex, or mailed by first-class registered or certified mail, postage prepaid.

**8.50.2 Notices to CONTRACTOR**

Notices shall be addressed to CONTRACTOR's authorized official as identified in Attachment E, CONTRACTOR's Administration. CONTRACTOR's notices shall be sent to CONTRACTOR's corporate office as indicated on CONTRACTOR's certified SOI. If there are any changes, a new certified SOI must be submitted to COUNTY.

**8.50.3 Notices to COUNTY**

Notices shall be addressed to the CCSM as identified in Attachment D, COUNTY's Administration.

**8.50.4 Suspension/Termination Notices**

In the event of suspension or termination of this Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

**8.51 OWNERSHIP OF MATERIALS, SOFTWARE, COPYRIGHTS AND EQUIPMENT**

- 8.51.1 COUNTY shall be the sole owner of all rights, titles, and interests, including copyrights, of any and all materials, software, techniques, plans, reports, data, diagrams, facilities, tools, and information (hereafter "materials") which are originated or created through CONTRACTOR's work pursuant to this Contract to the extent allowed by State law. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in COUNTY all of CONTRACTOR's rights, titles, and interests in and to such original materials, including any copyrights, patent and trade secret rights which arise pursuant to CONTRACTOR's work under this Contract.
- 8.51.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.
- 8.51.3 All equipment purchased by CONTRACTOR and utilizing COUNTY applications/network (GEARS, LEADER, MAPPER, etc.) must be compatible with COUNTY's equipment. COUNTY equipment shall not be connected or utilized for CONTRACTOR's private business and or network unless authorized by COUNTY.
- 8.51.4 The requirements of this Subsection 8.51 apply to all equipment, as defined in Section 2.0, Definitions, Subsection 2.53, Equipment, purchased for use under this Contract with a useful life of greater than one year. The requirements apply whether the equipment is purchased with COUNTY funds by CONTRACTOR or COUNTY.
- 8.51.5 CCA Procedures
- 8.51.5.1 The CCA shall establish an inventory of all equipment furnished by COUNTY to CONTRACTOR as of the start of this Contract.
- 8.51.5.2 The CCA shall conduct inventories of all equipment provided by COUNTY to CONTRACTOR and all equipment purchased by CONTRACTOR using COUNTY funds, to meet COUNTY inventory control requirements on no less than a semi-annual basis, and throughout the term of the Contract.
- 8.51.5.3 The CCA shall require CONTRACTOR to provide him/her an inventory list on no less than a semi-annual basis.

8.51.5.4 The CCA shall ensure that all equipment purchased by CONTRACTOR utilizing COUNTY applications/network must be approved by the DPSS' Information Technology Division to ensure purchased equipment is compatible with COUNTY's equipment.

8.51.6 CONTRACTOR's Procedures

8.51.6.1 CONTRACTOR shall establish and maintain an inventory to include the following after the start of this Contract:

- a. Name and phone number of CONTRACTOR's contact person where equipment is located;
- b. Address where equipment is located;
- c. Type of equipment;
- d. Brand and model number of equipment;
- e. COUNTY bar-code number on equipment; and
- f. Cost of equipment, funding source(s), and amount of COUNTY funds used in the purchase, as appropriate.

8.51.6.2 CONTRACTOR shall update the equipment inventory on no less than a semi-annual basis and shall provide COUNTY an updated inventory list during the term of this Contract upon request.

8.51.6.3 CONTRACTOR, effective with this new Contract, shall request and receive prior authorization from COUNTY to purchase any piece of equipment in excess of \$5,000, not furnished by COUNTY that is necessary to perform all services required under this Contract.

8.51.6.4 Unless applicable federal or State law requires otherwise, COUNTY shall be the sole owner of all rights, title, and interest in any and all equipment purchased by CONTRACTOR with one hundred (100) percent of COUNTY funds and equipment furnished by COUNTY to CONTRACTOR, pursuant to this Contract.

8.51.6.5 Upon termination or expiration of this Contract, all CONTRACTOR equipment purchased with COUNTY funds and equipment provided by COUNTY shall be retrieved by COUNTY with an appropriate notice to CONTRACTOR.

8.51.7 During the term of this Contract and for five (5) years thereafter, CONTRACTOR shall maintain and provide security for all of CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect, copy, and use at any time

during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 8.51.8 All the rights and obligations of this Subsection 8.51 shall survive the expiration or termination of this Contract.

**8.52 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.53 PROPRIETARY RIGHTS**

- 8.53.1 Any and all materials, data, software, tools, and other information (hereafter "materials") of any kind obtained from COUNTY and any and all materials of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information.

- 8.53.2 Any and all materials, software, tools, and information of any kind which are developed or were originally acquired by CONTRACTOR outside the scope of this Contract, which CONTRACTOR desires to use hereunder, and which CONTRACTOR considers to be proprietary or confidential, must be specifically identified by CONTRACTOR to the CCA as proprietary or confidential, and shall be plainly and prominently marked by CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 8.53.3 COUNTY shall not require CONTRACTOR to provide any material that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR's proprietary material in order to successfully complete the services under this Contract. COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such material, and, when COUNTY no longer needs such-material, but in no event later than expiration or termination of this Contract, COUNTY shall either:

8.54.3.1 Cause all copies of such material to be returned to CONTRACTOR; or

8.54.3.2 Certify to CONTRACTOR that all copies of such material have been destroyed.

- 8.53.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and/or confidential materials are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential materials without the prior written consent of CONTRACTOR.
- 8.53.5 Recognizing that COUNTY has no way to safeguard proprietary and/or confidential materials, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of any such proprietary and/or confidential materials.
- 8.53.6 The terms of this Subsection 8.53 shall survive the expiration or termination of this Contract.

#### **8.54 PUBLIC RECORDS ACT**

- 8.54.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Subsections 8.2, Audit Settlement and 8.56, Record Retention and Inspection of this Contract; become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.54.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.55 REASSIGNMENT OF PERSONNEL**

COUNTY, at its sole discretion, may require CONTRACTOR to remove any of CONTRACTOR's non-managerial personnel, including subcontractor employees, from performing any direct services with families or providers pursuant to this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel. Under no circumstance, will COUNTY request or require CONTRACTOR's personnel, including subcontractor employees, to be

terminated from its employment with CONTRACTOR. That decision is solely within the discretion of CONTRACTOR.

## **8.56 RECORDS RETENTION AND INSPECTION**

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later; unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.56.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.56.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Subsection 8.56 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

## **8.57 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.58 RULES AND REGULATIONS AT COUNTY FACILITIES, BUILDINGS OR GROUNDS**

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, buildings, or grounds such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the DPSS Director that (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

**8.59 SHREDDING OF DOCUMENTS**

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare and Institutions Code Sections 10850 and 17006) relating to this Contract are shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/ papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 8.57 of this Contract are to be maintained for a period of five (5) years after the term of this contract or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later.

**8.60 SUBCONTRACTING**

8.60.1 The performance requirements of this Contract or any portion thereof may not be subcontracted by CONTRACTOR without the express written consent of the DPSS Director. This written consent shall be provided by way of amendment executed by the DPSS Director, or designee, pursuant to Subsection 8.7, Changes and Amendments of Terms. Advance consent will be provided to CONTRACTOR within fifteen (15) business days with execution of the Contract Amendment to be completed as expeditiously as possible. Any attempt by CONTRACTOR to subcontract any performance requirements of this Contract without the express written consent of COUNTY as mentioned above, shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith. COUNTY's determination of whether to approve CONTRACTOR's request to subcontract shall be completely within the discretion of COUNTY.

- 8.60.2 Subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any performance requirements under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowability of any cost under this Contract. In no event shall approval of any subcontract by COUNTY be construed as affecting any cost increase in the amount provided for in this Contract. CONTRACTOR's request for approval to enter into a subcontract shall include:
- 8.60.2.1 A description of the work to be performed by the proposed subcontractor;
  - 8.60.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
  - 8.60.2.3 An indication of whether the proposed subcontractor's firm is a minority, women- owned, disadvantaged, or disabled veteran business enterprise;
  - 8.60.2.4 A resume of the potential subcontractor's background and experience;
  - 8.60.2.5 A draft copy of the proposed subcontract; and
  - 8.60.2.6 Other pertinent information and/or certifications requested by COUNTY.
- 8.60.3 In the event that COUNTY should consent to subcontracting, CONTRACTOR shall include, in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- 8.60.4 After approval of a subcontract by COUNTY, CONTRACTOR shall forward a fully executed subcontract to COUNTY for their files.
- 8.60.5 Subcontracts shall comply with CDSS Manual of Policies and Procedures (MPP), Section 23-604. When CDSS provides COUNTY notices of changes in State regulations, COUNTY will provide same to CONTRACTOR.
- 8.60.6 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner that will meet CDSS MPP, Sections 23-610 through 23-615.

8.60.7 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

8.60.8 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.

8.60.9 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents before any subcontractor employee may perform any work hereunder, to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attn: CCA

**8.61 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 8.25, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which COUNTY's Board of Supervisors may terminate this Contract pursuant to Subsection 8.64, Termination for Default of the CONTRACTOR, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

**8.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 8.77, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) calendar days of written notice by the Los Angeles County Treasurer and Tax Collector shall be grounds upon which COUNTY's Board of Supervisors may

terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

**8.63 TERMINATION FOR CONVENIENCE OF COUNTY**

- 8.63.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery of written notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent. (For PUSD, no less than seventy-five (75) calendar days).
  
- 8.63.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - 8.63.2.1 Stop work and eliminate all new costs and expenses, including, all other ongoing costs and expenses under this Contract on the date and to the extent specified in such notice;
  
  - 8.63.2.2 Complete performance of such part of the work as shall not have been terminated by in such notice;
  
  - 8.63.2.3 Take all reasonable and necessary steps to cancel all leased or rented space agreements entered into to perform the services terminated hereunder; and
  
  - 8.63.2.4 Submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than three (3) months from the effective date of termination.
  
- 8.63.3 Upon receipt of CONTRACTOR's termination claim and invoice, COUNTY shall pay the agreed amount, within sixty (60) days, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated or completed. Said amount shall include all payments due to CONTRACTOR through the date upon which such termination becomes effective and in accordance with Subsection 5.5, No Payment for Services Provided Following Expiration/Termination of Contract. CONTRACTOR shall not incur new costs which extend beyond the termination date.

- 8.63.4 Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined within five (5) months of the effective date of termination. COUNTY shall include with the payment a statement explaining COUNTY's determination of the payment.
- 8.63.5 Upon termination of this Contract, CONTRACTOR shall deliver to DPSS all reports, COUNTY computer software programs, and COUNTY equipment within ten (10) business days after the effective date of termination of this Contract. COUNTY shall acknowledge in writing receipt of all items described in this Paragraph and CONTRACTOR shall be released thereby from any responsibility for the items returned. Such returned items shall not be subject to the record retention requirements in Subsection 8.56, Record Retention and Inspection, of this Contract.
- 8.63.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Subsection 8.56, Record Retention and Inspection.

#### **8.64 TERMINATION FOR DEFAULT OF CONTRACTOR**

- 8.64.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if in the judgment of CCSM:
- 8.64.1.1 CONTRACTOR has materially breached this Contract; or
  - 8.64.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.64.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.
- 8.64.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Paragraph 8.64.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by

COUNTY, for such similar services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection 8.64.

- 8.64.3 In the event that COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Paragraph 8.64.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Paragraph 8.64.2 be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Compensation, whichever is less, as equitable compensation to COUNTY for such actual damages.

This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the DPSS Director, or his/her designee, deducted from any amount due to the CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 8.42, Indemnification.

- 8.64.4 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Paragraph 8.64.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance

schedule. As used in this Paragraph 8.64.4, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.64.5 If, after COUNTY has given notice of termination under the provisions of this Subsection 8.64 it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Subsection 8.64, or that the default was excusable under the provisions of Paragraph 8.64.4, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.63, Termination for Convenience of COUNTY.

8.64.6 The rights and remedies of COUNTY provided in this Subsection 8.64 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.65 TERMINATION FOR IMPROPER CONSIDERATION**

8.65.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.65.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.65.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.66 TERMINATION FOR INSOLVENCY**

8.66.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.66.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

8.66.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

8.66.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or

8.66.1.4 The execution by CONTRACTOR or a general assignment for the benefit of creditors.

8.66.2 The rights and remedies of COUNTY provided in this Subsection 8.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.67 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.68 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The COUNTY's obligation is payable only from funds appropriated by the purpose of this Contract. All funds for payments after the end of the current FY are subject to federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding FY periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding FY payments, services shall automatically be terminated as of the end of the then current FY.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

In the event of non-appropriation of funds, procedures in Subsection 8.64, Termination for Convenience of COUNTY, shall apply.

**8.69 TIMELY COMPLETION**

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

**8.70 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

8.70.1 This Contract is subject to the provisions of COUNTY's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.70.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.70.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.70.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

8.70.4.1 Pay to COUNTY any difference between this Contract amount and what COUNTY's costs would have been if this Contract had been properly awarded; and

8.70.4.2 In addition to the amount described in subdivision 8.70.4.1, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

8.70.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the

certifying department of this information prior to responding to a solicitation or accepting a contract award.

## **8.71 USE OF COUNTY FACILITIES, BUILDINGS OR GROUNDS**

CONTRACTOR shall use COUNTY facilities, buildings or grounds as follows:

### 8.71.1 Purpose of Scope of Utilization

Under this Contract, CONTRACTOR shall utilize COUNTY facilities, buildings or grounds designated as co-located sites as set forth in, Attachment A, Technical Exhibit A-4, hereunder. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

### 8.71.2 Operational Space within COUNTY Facilities, Buildings or Grounds and Responsibilities of CONTRACTOR

CONTRACTOR shall:

- a. Keep the areas occupied in a clean and sanitary manner.
- b. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to CONTRACTOR that is installed or placed within the areas occupied.
- c. Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR's activities on the premises.
- d. Upon termination or expiration of this Contract, restore the areas occupied to the conditions that existed prior to the commencement of the activities authorized by this Contract, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- e. Permit COUNTY representatives hereinafter designated in Attachment A, Statement of Work, to enter the areas occupied at any time for the purpose of determining whether CONTRACTOR's activities are being conducted in compliance with the terms of this Contract, or for any other purpose incidental to the performance of the duties required by COUNTY.
- f. Make no alterations or improvements to the areas occupied for the performance of authorized activities conducted in compliance with the terms of this Contract, without COUNTY's written approval,

other than for placement therein of personal property required for the performance of said activities.

- g. Remove all personal property furnished by CONTRACTOR, including personal property installed or placed within the areas occupied, upon termination of this Contract.

#### **8.72 VALIDITY**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

#### **8.73 VERBAL DISCUSSIONS**

The CONTRACTOR's Manager, or alternate, designated in writing to act in CONTRACTOR's behalf, shall be available to respond to COUNTY's verbal inquiries within one (1) business day or longer as determined by COUNTY, excluding weekends and holidays.

#### **8.74 WAIVER**

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing by COUNTY.

The rights and remedies set forth in this Subsection 8.74 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.75 WARRANTY**

8.75.1 CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, and any specifications related thereto; and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained, and experienced in rendering similar services at the time such services are performed.

8.75.2 CONTRACTOR shall, within one (1) business day after oral or written notice from COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to COUNTY of an emergent nature. CONTRACTOR shall correct any and all defects, deficiencies, errors or omissions in services rendered to COUNTY of a non-emergent nature within a reasonable time, as agreed by COUNTY and CONTRACTOR.

The correction of such defects, deficiencies, errors or omissions shall be at no cost to COUNTY.

**8.76 WARRANTY AGAINST CONTINGENT FEES**

8.76.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business.

8.76.2 For breach or violation of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**8.77 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.77.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.77.2 Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206. CONTRACTOR shall sign and adhere with the terms as set forth in Attachment T, Certification of Compliance with COUNTY's Defaulted Property Tax Reduction Program.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Acting Director of the Department of Public Social Services thereof, on the dates indicated below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Acting Director  
Department of Public Social Services

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

John F. Krattli  
Acting County Counsel

By \_\_\_\_\_  
Allison Morse  
Deputy County Counsel

\_\_\_\_\_  
Date

**CONTRACTOR'S NAME, CONTRACT NUMBER:**

By \_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **ATTACHMENT A**

### **STATEMENT OF WORK AND TECHNICAL EXHIBITS**

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## PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's five goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families shall ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.

### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **STATEMENT OF WORK**

### **1.0 GENERAL**

The goal of the CalWORKs Stage 1 Child Care (S1CC) Program is to ensure families have stable child care as they transition off cash assistance to achieve self-sufficiency. S1CC is available to CalWORKs participants with eligible dependent children who are participating in a CalWORKs Welfare-to-Work (WtW) activity and/or employment. The ultimate choice of a child care provider, whether licensed or license-exempt, shall be decided by the parent.

### **2.0 SPECIFIC GOALS**

All parties agree to manage S1CC to achieve the following goals:

- 2.1 Help parents move from welfare to economic self-sufficiency by helping them find and pay for licensed and license-exempt child care services, which are safe and stable;
- 2.2 Help children develop and realize their potential by assisting parents in choosing quality child care;
- 2.3 Support and protect program integrity of the CalWORKs Program operated by the Los Angeles County Department of Public Social Services (DPSS);
- 2.4 Help parents by verifying that an appropriate child care space is available prior to issuing a referral to a licensed child care provider;
- 2.5 Ensure the CalWORKs Program is a coordinated part of, and supports the broader child care program system in Los Angeles County;
- 2.6 Ensure true parental choice. Parents must not be directed in selecting a particular type of care and must independently select their child care provider, whether licensed or license-exempt;

### **3.0 SCOPE OF WORK**

#### **3.1 CONTRACTOR RESPONSIBILITIES**

CONTRACTOR shall be responsible for the tasks summarized below and as outlined in this Statement of Work, Section 8.0, Specific Tasks. In summary, CONTRACTOR shall:

- 3.1.1 Perform S1CC outreach activities;
- 3.1.2 Give S1CC presentations at GAIN Regional offices and designated Orientation Job Club (OJC) sites;

- 3.1.3 Process child care request upon receipt of a CalWORKs S1CC Request (ST1-01) or a GEARS alert;
- 3.1.4 Explain all of the various types of child care available to participants (licensed and license-exempt child care), and provide parental choice rights and consumer education information;
- 3.1.5 Provide enhanced referrals to licensed family child care providers and child care centers as specified in Subparagraph 8.4.3.3 below;
- 3.1.6 Assist providers in the process of Trustline registration and Health and Safety Self-Certification;
- 3.1.7 Approve or deny a S1CC request;
- 3.1.8 Send Notices of Actions (NOAs) and notifications to participants and providers, as appropriate;
- 3.1.9 Review providers' declared child care payment rates;
- 3.1.10 Send the Provider Payment Request (PPR) forms to childcare providers;
- 3.1.11 Authorize and issue child care payments to child care providers and pay providers timely upon receipt of PPRs;
- 3.1.12 Update GEARS as required, which might include file transfer protocols with CONTRACTOR's automated system;
- 3.1.13 Maintain approved S1CC cases for the participants and providers to include at a minimum:
  - a. Review and determination of participants' S1CC eligibility at the initial request, at the annual re-evaluation of participants' S1CC eligibility, at any time participants' information changes, and at other times as designated in this Contract; and
  - b. Review of providers' eligibility to provide child care services when the participant reports a new provider, at anytime changes in the provider's information affect payment, and at other times as designated in this Contract;
- 3.1.14 Assess and collect Family Fees for former CalWORKs participants who receive child care services in S1CC, as appropriate;
- 3.1.15 Terminate and close child care cases;
- 3.1.16 Transfer S1CC cases to Stages 2 and 3;

- 3.1.17 Comply with all management and administrative tasks necessary for the delivery of S1CC services as specified in Subsection 8.8 below;
- 3.1.18 Adhere to the provisions of the policy and procedures outlined in DPSS Administrative Directives, GAIN Policy on-line, Section 1200 Supportive Services, Subsection 1210 CalWORKs S1CC Program, and Provider Payment Rules;
- 3.1.19 Meet all requirements as outlined in this Statement of Work, Section 9.0, Performance Requirements Summary (PRS) and as summarized in Technical Exhibit A-1, PRS Chart;
- 3.1.20 Respond to all Contract Discrepancy Reports, Technical Exhibit A-2, within timeframe listed on the report; and
- 3.1.21 Provide S1CC services to zip codes assigned to CONTRACTOR listed in Technical Exhibit A-8.

#### **4.0 QUALITY ASSURANCE**

COUNTY shall monitor CONTRACTOR's contract compliance as stipulated throughout this Contract. COUNTY shall monitor CONTRACTOR's performance in this Statement of Work using the quality assurance procedures specified in Section 9.0, PRS and summarized in Technical Exhibit A-1, PRS Chart, or by using any other such procedures as defined in this Contract.

COUNTY shall provide the final S1CC Performance Requirement Summary Report outlining the performance of all S1CC contract agencies, on a periodic basis, to each CONTRACTOR, the DPSS Child Care Program Division, DPSS Chief Deputy Director, and the DPSS Director. This report may also be submitted to the Board of Supervisors, at the discretion of COUNTY.

#### **5.0 HOURS OF OPERATION**

##### **5.1 REGULAR PUBLIC ACCESS HOURS**

To meet the needs of participants, CONTRACTOR's main office shall be open for in-person and telephone access from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for COUNTY recognized holidays. CONTRACTOR may not substitute a non-COUNTY recognized holiday with a COUNTY recognized holiday.

**5.2 EXTENDED PUBLIC ACCESS HOURS – ONE DAY A WEEK**

To meet the needs of participants, CONTRACTOR’s main office shall also be open one day a week on the same day of each week, for in-person and telephone access from 5:00 p.m. to 7:00 p.m., during the term of this Contract. CONTRACTOR shall notify the County Contract Administrator (CCA) in writing within thirty (30) calendar days of the start of this Contract of the designated day for extended public access hours and within fifteen (15) calendar days prior to any changes thereafter.

**5.3 ADDITIONAL HOURS – SATURDAYS AND EVENINGS**

To accommodate the specific needs of participants with special circumstances, CONTRACTOR shall, when necessary:

- a. Be available to provide Saturday appointments; and
- b. Be available to provide late evening appointments between 5:00 p.m. and 7:00 p.m. on the other four weekdays not designated to stay open late as specified in Subsection 5.2 above.

**5.4 MAIN OFFICE LANGUAGE AVAILABILITY DURING REGULAR AND EXTENDED PUBLIC ACCESS HOURS**

- a. CONTRACTOR shall have staff available to provide services to participants, in-person or by telephone, both in English and Spanish as specified in this Attachment A, Technical Exhibit A-4, during regular and extended public access hours, Monday through Friday.
- b. CONTRACTOR shall have staff available to provide services to participants, in-person or by telephone, in other languages as specified in this Attachment A, Technical Exhibit A-4, and Subsection 7.4 from 8:00 a.m. to 5:00 p.m., Monday through Friday.

**5.5 COUNTY ACCESS HOURS**

CONTRACTOR’s Manager or alternate shall be available 8:00 a.m. to 5:00 p.m., Monday to Friday, to respond to inquiries of the CCA or alternate, except on COUNTY recognized holidays.

**5.6 CO-LOCATED/SWIFT COMMUNICATION STAFF HOURS**

Contractors providing co-located and swift communication services shall have staff available at the assigned DPSS District/Regional Offices (DRO) and contracted Refugee Employment Program (REP) offices during the days and hours specified in this Attachment A, Technical Exhibit A-4, unless otherwise authorized by the District or Regional Office Director. Language

services at co-located sites shall be in accordance to the Technical Exhibit mentioned above and Subsection 7.4 below.

## **5.7 CLOSURES FOR IN-SERVICE TRAINING**

With prior written approval of COUNTY, CONTRACTOR may close its offices and co-located sites up to three (3) business days per fiscal year for staff training during the term of this Contract as follows:

- a. CONTRACTOR shall submit a written request for COUNTY approval to close for training at least thirty (30) calendar days in advance of the training date. CONTRACTOR shall designate a contact person to be available in the event of an emergency during pre-approved training days consistent with the access hours in Subsection 5.5 above. The advance written notice request to close for training shall specify the name and telephone number of CONTRACTOR's contact person;
- b. Such training days may not be adjoining business days, and no more than one training day shall be scheduled in any one week;
- c. CONTRACTOR's request to close for training may be a combination of half days or full days, but not to exceed a total of three (3) business days per fiscal year; and the request for half days may only be in increments of contiguous morning or afternoon hours.
- d. If the request to close for training is approved by COUNTY, CONTRACTOR shall provide written notice to each DRO, Cal-Learn office, REP office, and the Los Angeles County Office of Education (LACOE) at least ten (10) business days before closing for training. In addition, subsequent to COUNTY's approval of closure advance notice shall be posted at CONTRACTOR's main office and co-located sites before closing for training to alert participants and providers.

## **6.0 COUNTY FURNISHED ITEMS**

### **6.1 COUNTY COMPUTER EQUIPMENT**

COUNTY will provide CONTRACTOR with the following computer equipment to access the GEARS, CW7 Automated Scanning and Tracking (CAST) System, and/or ASH Tracking System (ATS) computer applications:

- a. A Central Processing Unit (CPU), monitor, mouse, keyboard, locking device, toggle switch (when necessary), and network printer;
- b. Data circuit and router connection or Virtual Private Network (VPN), as appropriate;

- c. The same amount of computer equipment that was provided to CONTRACTOR as of the last day of the prior Contract, per the last completed inventory as required in Paragraph 6.4.6 below.

## **6.2 ACCESS TO COUNTY COMPUTER APPLICATIONS**

CONTRACTOR shall request or terminate access for staff to use the GEARS, and/or ATS computer applications as follows:

- a. CONTRACTOR shall request access to each of the computer applications for staff newly assigned to S1CC, within four (4) business days of the assignment, by submitting a completed User Request form and a signed Security Agreement for each computer application. CONTRACTOR shall send the forms to the GEARS, and/or ATS Security Officer, as appropriate, by fax or e-mail. CONTRACTOR shall contact the CCA if a response to the request is not received within ten (10) business days.
- b. CONTRACTOR shall provide written notice to the GEARS, and/or ATS Security Officer, as appropriate, within four (4) business days, when a staff person no longer needs access to COUNTY-provided computer applications. COUNTY will promptly cancel that person's access to the computer application(s).

## **6.3 SPACE AND FURNISHINGS AT CO-LOCATED SITES**

COUNTY will provide space and furnishings for CONTRACTOR's co-located staff assigned to DROs as follows:

### **6.3.1 Space**

- a. COUNTY will provide a work area of enough size to deliver S1CC services to participants; and
- b. COUNTY will make every effort to provide parking.

### **6.3.2 Furnishings**

- a. COUNTY will provide a workstation furnished with each of the following: desk, chair, telephone, CPU, monitor, mouse, keyboard, and printer or network printer.
- b. COUNTY will be responsible for the physical security of COUNTY-provided computer equipment and COUNTY-provided computer access at the co-located sites specified in Attachment A, Technical Exhibit A-4.

**6.4 MAINTENANCE, MOVES, AND INVENTORY OF COUNTY FURNISHED ITEMS**

COUNTY will do the following:

- 6.4.1 Provide maintenance, repair or replacement of COUNTY-provided equipment because of normal wear and tear.
- 6.4.2 Repair or replace telephones and/or lines at the co-located sites specified in Attachment A, Technical Exhibit A-4, because of theft or damage.
- 6.4.3 Dispatch a technical support staff to CONTRACTOR's office or co-located sites to provide computer application support or to repair/replace COUNTY-provided computer equipment within ten (10) business days from the date that a trouble ticket is created by the CONTRACTOR with the DPSS Technical Support Center. CONTRACTOR shall contact the CCA if no response to a request for the maintenance, repair or replacement of COUNTY-provided computer equipment is received within ten (10) business days.
- 6.4.4 Respond, as soon as logistically possible, to CONTRACTOR's request to move COUNTY-provided equipment, depending on the specific site needs.
- 6.4.5 Establish, at the start of this Contract, a complete inventory list of all COUNTY equipment provided to CONTRACTOR located at CONTRACTOR's main office and co-located sites (if applicable). The list will capture the following information:
  - a. Name and phone number of CONTRACTOR's contact person where equipment is located;
  - b. Address where equipment is located;
  - c. Type of equipment;
  - d. Brand and model number of equipment;
  - e. COUNTY bar-code number on equipment; and
  - f. Equipment purchase or delivery date.
- 6.4.6 Conduct an inventory, at least semi-annually during the term of this Contract of all COUNTY equipment provided to CONTRACTOR located at CONTRACTOR's main office and co-located sites, as appropriate, capturing the information in Paragraph 6.4.5 above.

## **6.5 TRAINING**

- 6.5.1 COUNTY will provide training to CONTRACTOR as follows:
- a. S1CC Program training for CONTRACTOR's staff as often as required and as program changes occur, within ninety (90) days of CONTRACTOR's request.
  - b. GEARS system training for CONTRACTOR's staff as determined necessary by COUNTY.
  - c. Schedule and arrange the mandatory Civil Rights training for CONTRACTOR's staff.
- 6.5.2 COUNTY may arrange training on the following topics for CONTRACTOR's staff on an as-needed basis, if available:
- a. Appeals and State Hearings;
  - b. CalWORKs Supportive Services;
  - c. Domestic Violence Awareness;
  - d. Fraud Awareness and Prevention; and
  - e. Child and Elder Abuse Awareness.
- 6.5.3 COUNTY may provide cultural awareness and sensitivity training and materials to CONTRACTOR staff. If COUNTY provides such training, CONTRACTOR shall ensure all of CONTRACTOR's staff are trained.

## **6.6 MATERIALS**

COUNTY will provide for CONTRACTOR's use, materials that include but are not limited to the following:

- 6.6.1 A quarterly list of DPSS District and GAIN Regional offices that includes the names and telephone numbers of the District and GAIN Child Care Coordinators (CCCs);
- 6.6.2 A list of COUNTY recognized holidays. The County Contract Administrator (CCA) will provide a list of COUNTY recognized holidays to CONTRACTOR at the beginning of each calendar year during the term of this Contract;

- 6.6.3 At CONTRACTOR's request, a copy of materials pertaining to Civil Rights compliance, including the current Civil Rights Training Handbook;
- 6.6.4 A supply of the Civil Rights Complaint of Discriminatory Treatment (PA 607) form, in all the threshold languages, for current CalWORKs participants to report Civil Rights complaints;
- 6.6.5 Civil Rights posters and brochures to be made available in CONTRACTOR's lobby;
- 6.6.6 "Welfare Fraud Is A Crime" poster for posting in CONTRACTOR's lobby; and
- 6.6.7 Written translations of all COUNTY forms, notices, letters, notifications, and Notices of Action (NOA) into COUNTY's current threshold languages, which CONTRACTOR is required to use. CONTRACTOR is not required to translate COUNTY forms, notices, letters, notifications, and NOAs.

## **7.0 CONTRACTOR FURNISHED ITEMS**

### **7.1 GENERAL**

CONTRACTOR shall furnish all necessary personnel, space, furnishings, computer and office equipment, supplies (e.g., paper, printer toner/ink cartridges, etc.) and training, except as provided by COUNTY, as specified in Section 6.0, COUNTY Furnished Items, for the delivery of all S1CC services required by this Contract.

### **7.2 START-UP DELIVERABLES**

Within thirty (30) calendar days of the effective date of this Contract, CONTRACTOR shall submit to the CCA the following deliverables. CONTRACTOR's failure to submit any of the following deliverables shall constitute a breach of the terms of this Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract.

#### **7.2.1 Quality Control Plan**

CONTRACTOR shall provide a comprehensive Quality Control Plan (QCP), subject to COUNTY approval, to assure COUNTY that a consistently high level of quality service, and contractual compliance by CONTRACTOR is met throughout the term of this Contract. CONTRACTOR shall submit revisions to the QCP as changes occur during the term of this Contract. Revisions to the QCP are subject

to COUNTY approval. The QCP shall include, but is not limited to the following:

- a. A plan to ensure CONTRACTOR's staff rendering services are qualified;
- b. A plan to ensure required staffing levels are maintained, including co-located staffing levels;
- c. An internal monitoring system to identify, prevent and correct deficiencies in the quality of service before the level of performance becomes unacceptable. The monitoring system shall identify all of the performance requirements listed in this Statement of Work, Section 9.0, PRS and Performance Outcomes and Technical Exhibit, A-1, PRS Chart; the monitoring frequency; and the specific S1CC activities that will be monitored;
- d. Written forms to be used, in the internal monitoring, to capture the data needed to identify all errors found, record the description of these errors and corrective actions taken, and the time elapsed between discovery of errors and completion of corrective action;
- e. A resolution process to address a Contract Discrepancy Report (CDR) in compliance with this Statement of Work, Subsection 9.4, Contract Discrepancy Report;
- f. A plan to ensure record keeping is in compliance with confidentiality and civil rights requirements;
- g. A training plan that includes training curriculum for newly hired CONTRACTOR's staff and retraining of CONTRACTOR's staff who are not performing to COUNTY standards;
- h. A plan to ensure customer satisfaction is maintained;
- i. A plan to ensure outreach activities are effective;
- j. A plan to ensure that a complete inventory list of all COUNTY-provided equipment is updated at least semi-annually; and
- k. A plan to safeguard against CONTRACTOR employee fraud by including specific review provisions.

### 7.2.2 Disaster Recovery Plan

CONTRACTOR shall provide a Disaster Recovery Plan (DRP), subject to COUNTY approval, to assure CONTRACTOR's technology division is enabled to survive a disaster and to resume and/or continue normal business operations. To ensure that the recovery procedures are operational and valid, the DRP shall be tested on an annual basis, or when significant changes in the operations occur, and revised if necessary. Revisions to the DRP are subject to COUNTY approval.

- a. The DRP shall establish clear lines of authority, prioritize work efforts, and shall ensure that:
  1. Electronic and other data and information on participant's eligibility and provider payments are secure and retrievable within specific timeframes designated by COUNTY, in the event of a disaster; and
  2. Continuity of services is provided and resources are in place to maintain the ability to make payments to providers accurately and timely in the event of a disaster.
- b. The DRP shall include the following:
  1. CONTRACTOR's criticality rating as a guide in determining in what order functions shall be restored;
  2. CONTRACTOR's designated senior management support and recovery teams who will be responsible for performing the recovery efforts following a disaster;
  3. CONTRACTOR's specific plans identifying each recovery team's critical business operation. Each plan shall contain detailed emergency response, resumption and support, recovery and support responsibilities and tasks as well as notification procedures;
- c. The DRP shall, at a minimum, recover the following elements of computer operations, while assuring security policies are adhered to and ensuring integrity of:
  1. System software to restore data dictionaries and databases, needed for business operations at an alternate site and if necessary, to restore and prepare the data for processing;

2. Network communication by re-routing messages to a back-up processing center;
3. Application software to run at a recovery center and provide users with back-up data entry instructions;
4. Close network operations, if necessary, to operate the critical systems at an alternate site; and
5. Office recovery to restore manual systems associated with critical computer applications.

COUNTY will provide CONTRACTOR VPN connection, to allow CONTRACTOR access to COUNTY's computer applications using the internet through VPN technology as specified in this Statement of Work, Subsections 6.1.b and 7.6.1.

- d. The DRP shall aim to lessen the impact of a disaster on CONTRACTOR's normal business operations and information technology support by:
  1. Minimizing the loss of critical data processing systems, assets, and resources;
  2. Establishing a capability to resume processing of critical applications with the least amount of delay;
  3. Preparing a controlled response to emergencies; and
  4. Increasing the safety of personnel in the event of a disaster.

### 7.2.3 Organizational Chart and Roster

CONTRACTOR shall provide a complete organizational chart and roster of all CONTRACTOR's staff assigned to S1CC, and a listing of all child care facilities over which CONTRACTOR is named as a licensee or has fiscal operational control. Revisions shall be submitted to COUNTY as follows:

- a. CONTRACTOR shall submit to COUNTY an updated roster on a monthly basis with the Monthly Management Report (MMR) as specified in Paragraph 8.8.1 below.
- b. CONTRACTOR shall submit revisions of the organizational chart and listing of all child care facilities over which

CONTRACTOR is named as a licensee or has fiscal operational control on a semi-annual basis, each July 15 and January 15 of the contract term, or upon request by COUNTY.

#### 7.2.4 Inventory List

CONTRACTOR shall provide a complete inventory list of all COUNTY-provided equipment and equipment purchased by CONTRACTOR with COUNTY funds, at CONTRACTOR's offices and co-located sites, capturing the following information:

- a. Name and phone number of CONTRACTOR's contact person where equipment is located;
- b. Address where equipment is located;
- c. Type of equipment;
- d. Brand and model number of equipment;
- e. COUNTY bar-code number on equipment; and
- f. Cost of equipment, funding source(s), and amount of COUNTY funds used in the purchase, as appropriate.

CONTRACTOR shall update the equipment inventory list on no less than a semi-annual basis as specified in this Contract, Section 8.0, Terms and Conditions, Subsection 8.51, Ownership of Materials, Software, Copyright, and Equipment, each July 15 and January 15 of the contract term, or upon request by COUNTY.

#### 7.2.5 Written Complaint Procedures

CONTRACTOR shall provide written procedures on handling complaints and customer service as specified in Subsection 7.2 above.

### 7.3 STAFFING

#### 7.3.1 Staffing Levels

- a. CONTRACTOR shall maintain a staffing level as specified in Attachment B, CONTRACTOR's Budget, needed for the delivery of all S1CC services required by this Contract as specified in Subsection 5.2, Fixed Costs and Subsection 5.6, CONTRACTOR's Budget, Personnel Schedule for Administrative Staff, Case Management Staff, and Co-located Staff.

- b. CONTRACTOR may amend without prior approval of the COUNTY, Attachment B, CONTRACTOR's Budget, to allow for a staffing decrease proportionate to a caseload decrease, with the exception of the staffing levels indicated in the co-located staff portion of the budget. CONTRACTOR may also amend without prior approval of the COUNTY, Attachment B, CONTRACTOR's Budget, Personnel Schedule for Administrative Staff and Case Management Staff, to allow for a staffing increase proportionate to a caseload increase, with the exception of the co-located staff portion of the budget.
- c. CONTRACTOR shall demonstrate efforts made to fill budgeted staffing vacancies within ninety (90) calendar days of the creation of a budgeted staffing vacancy or amend Attachment B, CONTRACTOR's Budget, Personnel Schedule for Administrative Staff and Case Management Staff as specified in part (b) of this Subsection above and report efforts made on the MMR with verification attached. CONTRACTOR shall fill vacancies within a hundred and twenty (120) calendar days of the creation of a budgeted staffing vacancy, with the exception of co-located staff vacancies, as specified in part (e) of this Subsection below.
- d. Contractors providing co-located services shall ensure that staffing levels for co-located staff are maintained at the level specified in Attachment B, CONTRACTOR's Budget, Personnel Schedule for Co-located Staff.
- e. CONTRACTOR shall not be required to provide replacement staff when the minimum co-located staffing level as reflected in Attachment A, Technical Exhibit A-4 is met to ensure the delivery of all S1CC services on a given day or during an absence of less than one (1) week due to illness, vacation, emergency, or training. CONTRACTOR shall ensure there is back-up replacement staff available to replace co-located staff, within one (1) business day, whenever a vacancy or an absence of more than one (1) week occurs at a co-located site. CONTRACTOR shall ensure that back-up replacement staff has GEARS computer skills along with a user identification number/password and access to CAST.
- f. CONTRACTOR shall ensure that CONTRACTOR's staff providing co-located and swift communication services report to work on time and adhere to all DRO's protocol provided by COUNTY, such as professional etiquette and wearing an employee identification badge.

- g. COUNTY shall have the authority to request that CONTRACTOR replace co-located staff in the event of recurring or serious problems caused by CONTRACTOR staff.
- h. COUNTY has the right to amend Attachment A, Technical Exhibit A-4, by increasing or decreasing co-located staff at any DRO or contracted REP office, including any office previously not served by co-located staff. COUNTY will provide CONTRACTOR with a minimum thirty (30) calendar days advance written notice of any such change. CONTRACTOR's fixed monthly costs, as specified in Section 5.0, Compensation, Paragraph, 5.2.1, for co-located staff shall be accordingly increased or decreased whenever such a change occurs, as of the effective date of the change.
- i. CONTRACTOR shall ensure there is qualified staff for the delivery of all S1CC services to participants in English, Spanish, and other required threshold languages at its main office and co-located sites to maintain compliance with the language requirements specified in Attachment A, Technical exhibit A-4.

#### 7.3.2 CONTRACTOR's Manager and Alternate

CONTRACTOR shall provide a qualified Contract Manager and alternate who will act as primary liaison with COUNTY and be responsible for the overall management and coordination of this Contract.

CONTRACTOR's Manager and alternate shall be identified in Attachment E, CONTRACTOR's Administration, and in writing any time thereafter a change of CONTRACTOR's Manager or alternate is made. Specifically, CONTRACTOR's Manager or alternate shall:

- a. Have full authority to act for CONTRACTOR on all contract matters relating to the daily operation of this Contract;
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday, except COUNTY recognized holidays;
- c. Be able to read, write, and speak English fluently.

#### 7.3.3 Availability of Key Management Staff

CONTRACTOR shall ensure key management staff are readily available to respond to inquiries by COUNTY during business hours specified in Subsection 5.5 above. In the event of a vacancy of

CONTRACTOR's key management staff, an interim replacement shall be made within thirty (30) calendar days of the creation of the vacancy. CONTRACTOR shall notify COUNTY in writing of any change in key management staff within thirty (30) calendar days of replacement.

#### **7.4 LANGUAGE SERVICES**

CONTRACTOR shall have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in the threshold languages. Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff. CONTRACTOR shall provide qualified staff to meet the language needs of participants receiving S1CC services as follows:

##### **7.4.1 Oral Communication**

- a. CONTRACTOR shall provide S1CC services at its main office in English and Spanish, as specified in Subsection 5.4.a above.
- b. CONTRACTOR shall provide S1CC services at its main office in other threshold languages as specified in Subsection 5.4.b above.
- c. CONTRACTOR shall provide S1CC services at co-located sites in the languages specified in Subsection 5.6 above.
- d. CONTRACTOR shall arrange for an interpreter when the language needs of the participant cannot be readily met. Interpreters may include DPSS staff or CONTRACTOR's staff, as appropriate. CONTRACTOR shall utilize other options such as contracted interpreters or Open Communication International (OCI) in the event that DPSS staff or CONTRACTOR's staff are not available to provide these services.
- e. CONTRACTOR may give the participant a return appointment at a specific date and time in the event that an interpreter is not readily available. The return appointment shall be scheduled within three (3) business days from the date it was determined that an interpreter was needed. CONTRACTOR shall notify the participant either verbally or in writing in the participant's preferred language of the return appointment. If the participant's preferred language is not a threshold language, any written notification issued to the participant shall be in accordance to Subparagraph 7.4.2.c below. Contracted over-

the-phone interpreters such as OCI, may be used for this purpose. All actions taken to meet the language needs of the participant shall be documented in the case notes.

- f. CONTRACTOR shall not request the participant to supply an interpreter. The participant retains the right to use his/her own interpreter, but shall never be required to do so. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request. The circumstances for the use of a minor shall be documented in the case notes.

#### 7.4.2 Written Communication

- a. CONTRACTOR shall review the GEARS Case Information Inquiry (ICAS) Screen or the Language Designation Form (PA 481), as appropriate, as specified in Subparagraph 8.5.3.e below, to ensure that forms and documents are provided to participants in their preferred language, if their preferred language is one of the threshold languages.
- b. CONTRACTOR shall review the GEARS Case Information Inquiry (ICAS) Screen or the PA 481, as appropriate, as specified in Subparagraph 8.5.3.e below, to ensure that timely, adequate, and complete COUNTY-provided NOAs are issued to participants in their preferred language, if their preferred language is one of the threshold languages. NOAs shall be issued within the timeframes specified in this Statement of Work.
- c. When the participant's preferred language is not one of the threshold languages, CONTRACTOR shall provide:
  - 1. COUNTY-provided forms, documents, and NOAs in English; and
  - 2. An exact and complete verbal translation using a certified interpreter or other authorized agent such as OCI.

#### 7.4.3 American Sign Language Procedures

When the participant is hearing-impaired and/or the preferred language is American Sign Language (AMSLAN) CONTRACTOR shall contact the CCA, who will work with COUNTY's AMSLAN Coordinator located at DPSS Human Resources Division, for specific instruction on complying with the ADA procedures established by COUNTY.

#### 7.4.4 COUNTY Material

CONTRACTOR shall ensure that all required notices/posters (e.g., Equal Employment Opportunity, State-approved Nondiscrimination in Services, Safely Surrendered Baby Law) and all other required materials are available or posted at CONTRACTOR's office as directed by COUNTY, where they are easily accessible to CONTRACTOR's employees, and CalWORKs participants.

### 7.5 TELEPHONE EQUIPMENT

7.5.1 CONTRACTOR shall provide sufficient telephone lines at its main office for the purpose of performing work under this Contract and so that participants, providers, and COUNTY staff may contact CONTRACTOR.

7.5.2 CONTRACTOR shall have the responsibility for installation, repair, and replacement of telephones and/or lines at CONTRACTOR's office.

### 7.6 COMPUTER EQUIPMENT

7.6.1 CONTRACTOR shall be responsible for all internet connection costs incurred as a result of CONTRACTOR's request to access COUNTY computer applications at CONTRACTOR's main office, using the internet. COUNTY will provide CONTRACTOR VPN connection, as specified in Subsection 6.1.b, to allow CONTRACTOR to access to COUNTY's computer applications using the internet through VPN technology.

7.6.2 CONTRACTOR shall ensure that COUNTY-provided computer equipment is in a clean, air-conditioned environment.

7.6.3 CONTRACTOR shall be responsible for the repair and replacement costs of COUNTY-provided equipment due to CONTRACTOR's staff abuse, carelessness, vandalism, fire, theft, or water damage.

7.6.4 CONTRACTOR shall provide COUNTY a written request for additional COUNTY-provided equipment, subject to COUNTY approval. CONTRACTOR's request shall include, but is not limited to:

- a. Specific name of the equipment being requested;
- b. Justification for the request;
- c. Date by when installation is needed;

- d. Full address and exact location within the building site where the equipment will be installed;
  - e. A statement that CONTRACTOR assumes responsibility for payment; and
  - f. Full billing address and a specific person's name, title and address for billing purposes.
- 7.6.5 CONTRACTOR shall be responsible for all COUNTY-provided equipment costs (e.g., CPUs, monitors, mouse, keyboards, network printers, etc.) incurred as a result of CONTRACTOR's request for additional equipment beyond the initial number provided at the start of this Contract.
- 7.6.6 CONTRACTOR shall pay costs for additional COUNTY-provided equipment directly to the GEARS Contractor or COUNTY, at COUNTY's option, within thirty (30) calendar days of the equipment installation.
- 7.6.7 CONTRACTOR shall, effective with this new Contract, request prior authorization from COUNTY CCA, to purchase with COUNTY funds, any piece of equipment in excess of \$5,000 that is necessary to perform all services as specified in Section 8.0, Standard Terms and Conditions, Subsection 8.51, Ownership of Materials, Software, Copyright, and Equipment. COUNTY will provide CONTRACTOR a written response within thirty (30) calendar days from the receipt date of such request.
- 7.6.8 CONTRACTOR shall provide COUNTY advance written notice of all and any relocations as soon as possible but at least five (5) months prior to the effective date of the relocation, in order to allow for requests to be processed by DPSS' Information Technology Division (ITD) and Property Management Section.
- 7.6.9 CONTRACTOR shall immediately notify the DPSS Technical Support Center to report:
- a. COUNTY-provided computer system failures; and
  - b. COUNTY-provided computer system components needing repair or replacement.
- 7.6.10 CONTRACTOR shall report to the CCA, the loss, vandalism or theft of COUNTY-provided computer equipment within one (1) business day after discovery. CONTRACTOR shall also within one (1) business day contact the local law enforcement agency, for stolen

COUNTY-provided computer equipment and submit a copy of the police report to the CCA within one (1) business day after being made available to CONTRACTOR by the police agency.

## **7.7 SITE PREPARATIONS**

CONTRACTOR shall be responsible for all site preparation costs incurred as a result of CONTRACTOR's request for equipment relocation, a move to another facility, an additional office or a new service site, with the exception of co-located sites.

### **7.7.1 Site Preparation Costs to CONTRACTOR**

Site preparation costs to CONTRACTOR, as determined by COUNTY, will include costs for, but are not limited to:

- a. Electrical lines, cabling, data drop for workstation(s);
- b. Furniture upgrades to house computer equipment; and
- c. Facility alterations.

### **7.7.2 Site Preparation Payments**

CONTRACTOR shall pay the costs directly to the GEARS Contractor or COUNTY, at COUNTY'S option, within thirty (30) calendar days of equipment installation.

## **7.8 SECURITY**

7.8.1 CONTRACTOR shall provide all security for COUNTY-provided computer equipment and COUNTY-provided computer access located at its office to ensure that the equipment and access are secure and that the confidentiality of participants' records is maintained.

7.8.2 CONTRACTOR shall provide adequate security to protect all COUNTY data in any media. Equipment must be secured to work stations in a locked space. Electronic data must be password protected to ensure only authorized staff have access.

## **7.9 EMPLOYEE IDENTIFICATION BADGE**

Contractors providing co-located and swift communication services shall provide staff providing these services identification badges to wear in compliance with DPSS/COUNTY building security measures.

## **7.10 TRAINING**

- 7.10.1 CONTRACTOR shall provide training for new staff and ongoing training for existing staff needing retraining. CONTRACTOR shall ensure employee attendance to training by providing attendance logs upon COUNTY request.
- 7.10.2 CONTRACTOR shall ensure that staff attends the mandatory Civil Rights training every two (2) years. CONTRACTOR's staff must pass the post-test with a score of seventy percent (70%) or better. CONTRACTOR's staff who does not pass the post-test must repeat the training. If any of CONTRACTOR's staff does not pass the post-test after three (3) attempts, COUNTY may request that said staff be reassigned from performing work under this Contract.

## **8.0 SPECIFIC TASKS**

CONTRACTOR shall complete all tasks required as outlined below.

### **8.1 PERFORM OUTREACH ACTIVITIES**

- 8.1.1 CONTRACTOR shall perform outreach activities on a monthly basis for S1CC to inform families of the availability of child care and how to access these services to the extent allowed by the outreach fixed cost specified in Attachment B, CONTRACTOR's Budget, Outreach Activity Budget, as follows:
  - a. CONTRACTOR shall maintain listings in the 411 Information Directory as required for CONTRACTOR's main office specified in this Attachment A, Technical Exhibit A-4; and
  - b. Outreach activities may include, but are not limited to, the distribution of materials; presentations to community groups; participation in community events such as job fairs and health fairs; presentations to social agencies; radio announcements; and print media advertising.
- 8.1.2 CONTRACTOR shall outline the outreach activities and the outreach expenditures on the Monthly Management Report (MMR).
- 8.1.3 CONTRACTOR shall invoice COUNTY for outreach activities as specified in this Contract, Section 5.0, Compensation, and provide copies of all receipts and/or verification of outreach expenditures.

## **8.2 PROVIDE CHILD CARE PRESENTATIONS AT DPSS OFFICES**

CONTRACTOR shall provide COUNTY-approved presentations during GAIN group orientations at GAIN Regional offices and designated OJC sites, in coordination with other presenters. The presentations shall include, but are not limited to:

- 8.2.1 An explanation of the S1CC program, the various types of child care available to participants, including licensed and license-exempt child care, and parental choice rights;
- 8.2.2 An explanation of the Trustline Registry and Health and Safety Certification requirements for appropriate license-exempt providers or exemptions from Trustline and Health and Safety requirements;
- 8.2.3 An explanation of the provider payment process, including retroactive child care payments;
- 8.2.4 Distribution of the CalWORKs S1CC Request (ST1-01) form, other DPSS approved or required child care material, and information on where or how to apply for child care.

## **8.3 PROVIDE CO-LOCATED AND SWIFT COMMUNICATION SERVICES**

CONTRACTOR's co-located staff shall be responsible for the delivery of S1CC services to participants at the assigned DROs and contracted REP offices specified in Attachment A, Technical Exhibit A-4. At a minimum, these services shall include the following:

### **8.3.1 Swift Communication Services**

CONTRACTORS providing co-located services shall provide swift communication services to the managers, supervisors, District and GAIN CCCs, GAIN Services Workers (GSWs) and Eligibility Workers (EWs) at the assigned DROs and contracted REP offices. CONTRACTOR shall:

- a. Provide each DPSS and contracted staff referenced above, a telephone number, a fax number, and e-mail address that allows for ready accessibility to CONTRACTOR's Manager and staff providing S1CC services.
- b. Conduct prearranged routine weekly visits, of no less than one hour, for purposes of coordination and good communication at the assigned DROs and contracted REP offices as specified in Attachment A, Technical Exhibit A-4, unless a shorter visit is mutually agreed upon with the District or Regional Office

Director. The prearranged weekly visits shall be conducted by a CONTRACTOR staff person, perhaps Floater Staff.

### 8.3.2 Co-located Services

CONTRACTORS providing co-located services shall provide those services on a daily basis to all participants seeking S1CC services at their assigned co-located sites, regardless of whichever S1CC Contractor will provide case management services. CONTRACTOR shall:

- a. Determine presumptive eligibility for S1CC within four (4) business days from the update date on the MCCR or the receipt of a CalWORKs Stage 1 Child Care Request (ST1-01) from a participant and/or COUNTY. Within the same four (4) business days, CONTRACTOR shall provide in person or mail to the participant either a Confirmation of Request of Your CalWORKs Child Care Request (ST1-10) notifying them of presumptive eligibility, which includes the name, address and phone number of CONTRACTOR to which the application is being forwarded; or a Child Care Denial NOA (ST1-11) denying child care. Certification of presumptive eligibility shall be based on the following factors: 1) The case is an approved CalWORKs case, or an approved CalWORKs case with a sanctioned participant, or the participant is in a Specialized Supportive Services component; 2) The participant is employed or in a COUNTY-approved WtW activity/self-initiated program, or there is an authorized GAIN component on GEARS with an actual or expected start date; 3) The participant is between jobs, or COUNTY-approved WtW activity/self-initiated program, for no more than 30 calendar days and is using a licensed child care provider and 4) The participant has at least one eligible child.
- b. Issue an Ineligibility to CalWORKs Child Care (ST1-16) to a person who submits a CalWORKs S1CC Request and is not a CalWORKs participant. The co-located staff person shall refer the person to the appropriate resource and referral program for any other child care assistance they may need.
- c. Explain S1CC services; the various types of childcare available (including licensed and license-exempt child care); parental choice rights; availability of referrals to licensed child care providers; the consequences of providing inaccurate or incomplete information; the provider payment system; retroactive child care; the requirements for

authorization/reauthorization of child care; and answer any questions.

- d. Arrange for an interpreter to meet the language needs of non-English speaking participants as specified in Paragraph 7.4.1 above. Interpreters may include available DPSS staff or CONTRACTOR's staff to facilitate the timely delivery of services.
- e. Provide written information to non-English speaking participants in their preferred language as specified in Paragraph 7.4.2 above.
- f. Provide enhanced referrals, as specified in Subparagraph 8.4.3.3 below.
- g. Provide ST1-05 forms and related information to participants who are being referred to a Contractor with co-located services for case management. The ST1-05 may, at CONTRACTOR's discretion, be provided from CONTRACTOR's main office. Co-located staff shall not provide ST1-05 forms to participants being referred to any other S1CC Contractor for case management services.
- h. Maintain and replenish COUNTY-approved brochures and other printed materials in the lobby of DROs. COUNTY will provide a rack for the materials or a space for a CONTRACTOR-provided rack.
- i. Conduct on-site S1CC presentations during GAIN group orientations at GAIN Regional offices and/or at designated OJC sites as outlined in Subsection 8.2 above.
- j. Conduct one-on-one or group presentations in the GAIN Regional office for CalWORKs participants identified with a child care need to provide and explain the S1CC application packet, and assist them with completing the forms. Times shall be mutually agreed upon by the GAIN Regional office and CONTRACTOR.
- k. Forward the application file via fax, courier or first class mail on the same day presumptive eligibility is determined to the appropriate S1CC Contractor for ongoing case management. The application file shall include: a completed and signed ST1-01 or GEARS MCCR screen, copy of the ST1-10 acknowledging presumptive eligibility and any other relevant information. The appropriate CONTRACTOR is determined by

a provider's zip code. If provider is not yet known, the appropriate Contractor is determined by participant's residing zip code.

- l. Retain child care denial NOAs (ST1-11) issued by co-located staff at the co-located office for three (3) months, and then forward the NOAs to CONTRACTOR's main office for retention in a denial file.
- m. Timely process all ST1-01 forms, if co-located staff is unable to process all requests timely, co-located staff will first process all requests that will be forwarded to another S1CC Contractor, and may then process forms for participants who will receive case management services from the co-located staff's agency. These forms may be processed at the agency's main office providing case management services.
- n. Maintain a single log of all CalWORKs S1CC Request forms received, including the case name, case number, provider zip code (if known), date of receipt of the form, who submitted the form, whether presumptive eligibility was determined, and for approvals, the Contractor to which the case was forwarded for case management and the date of forwarding. This log shall be maintained at the co-located office for one year after the end of the current fiscal year for inspection by the DPSS office manager, by Contract Management Division staff, or Child Care Program Section staff, or by any other S1CC Contractor; after which the logs shall be maintained at the main office of the CONTRACTOR for the period required by Subsection 8.56, Records Retention and Inspection, of this Contract. CONTRACTOR shall not be required to maintain any case files at its co-located offices.

## **8.4 PROCESS CHILD CARE REQUEST**

### **8.4.1 Certification of Presumptively Eligibility at CONTRACTOR's Main Office**

CONTRACTOR may certify presumptive eligibility for CalWORKs S1CC Request (ST1-01/MCCR) forms received at its main office, or return such forms to co-located staff employed by the same CONTRACTOR for certification if CONTRACTOR will be providing case management services. If CONTRACTOR will not be providing case management services, it must forward a CalWORKs S1CC Request to the main office of the other appropriate S1CC Contractor. CONTRACTOR's main office staff shall meet all requirements for

processing a CalWORKs S1CC Request forms per Paragraph 8.3.2 above.

#### 8.4.2 S1CC Services for Children Not Known to GEARS or LEADER

- a. CONTRACTOR shall provide S1CC services, as appropriate, to eligible children not known to GEARS or LEADER born to former CalWORKs participants. These children are not known to GEARS or LEADER because they were born after CalWORKs cash aid was terminated.
- b. CONTRACTOR shall refer participants who request S1CC for a child not known to GEARS or LEADER to the GAIN CCC at the GAIN Regional office serving CONTRACTOR, within ten (10) business days of the participant's request, consistent with CalWORKs requirements.
  - The GAIN CCC will verify the child's identity, update GEARS with the child's information, and notify CONTRACTOR via a ST1-07A that the child was added to GEARS.
  - The GAIN CCC will also notify CONTRACTOR via a ST1-07A within ten (10) business days of receiving a referral, if the participant does not comply with providing the needed documents and/or request to see child.
- c. CONTRACTOR shall follow current GAIN Policy on-line Section 1210, Former CalWORKs Participants Eligible to Child Care Whose Children Are Not on GEARS or LEADER, established by COUNTY, in order to provide all required data when making entries to the COUNTY's GEARS system to facilitate payments made to CONTRACTOR and for COUNTY data collection on these cases.

#### 8.4.3 Authorization of Child Care Services

CONTRACTOR shall complete all of the tasks outlined below to either approve or deny a child care services, within thirty (30) calendar days from the child care request update date captured on the GEARS MCCR screen, unless an extension was granted as specified in Subparagraph 8.4.3.4.e or there is COUNTY-caused delay as specified in Subparagraph 8.4.3.11 below. The authorization process shall include the following steps:

#### 8.4.3.1 GEARS MCCR Screen

If the participant requests S1CC services directly from CONTRACTOR or CONTRACTOR receives a manual ST1-01 form, CONTRACTOR shall update all child care requests on the GEARS MCCR screen within one (1) business day of receipt of the request for child care. In the event that GEARS is down, CONTRACTOR shall complete the electronic ST1-01 within one (1) business day of GEARS becoming operational. CONTRACTOR shall also document in the case notes when GEARS is down.

#### 8.4.3.2 Parental Choice and Consumer Education Information

CONTRACTOR shall provide each participant the following within four (4) business days of the child care request:

- a. Information on the various types of child care available (including licensed and license-exempt child care), and parental choice rights;
- b. Consumer education to help the participant choose quality child care that meets the needs of the child(ren) and the family;

CONTRACTOR shall provide parental choice rights and consumer education information to participants through an “introductory letter”, and may also provide this information through other means, at the discretion of CONTRACTOR. CONTRACTOR shall document compliance with this section by making appropriate case notes.

#### 8.4.3.3 Referrals for Licensed Child Care (Enhanced Referrals)

- a. If CONTRACTOR has been alerted by COUNTY or a participant of the following: 1) that the participant is in a WtW activity or employed or that a WtW activity or employment will begin within ten (10) calendar days; and 2) that the participant does not have a child care provider; and 3) that the participant needs referrals for licensed child care, the Resource and Referral (R&R) CONTRACTOR shall, within three (3) business days initiate enhanced referrals as follows:
  1. Provide the participant at least four (4) referrals upon meeting all criteria listed above to licensed child care providers with confirmed available open spaces and

which meet the needs of the child(ren) and family. This includes providing referrals for cases that will be managed by the following three (3) non-R&R Contractors: City of Norwalk, Drew Child Development Corporation (Drew CDC), and International Institute of Los Angeles (IILA). No more than one (1) of the four (4) referrals may be for a child care center over which CONTRACTOR is named as the licensee or has fiscal operational control.

2. Complete the "CalWORKs Stage 1 Referrals for Licensed Child Care" (ST1-09) form, to issue the referrals and file a copy in the case folder. The ST1-09 shall include the following information:
    - CONTRACTOR's name;
    - CONTRACTOR's staff's name and telephone number;
    - Child care provider's and business' name, provider's contact person's name and telephone number; and
    - Vacancy dates.
  3. Inform the participant that he/she has ten (10) business days from the date the ST1-09 is provided to select a provider and return the completed CalWORKs S1CC Services Application (ST1-05).
  4. Attempt to locate appropriate child care for children with disabilities, exceptional needs children, or families with transportation problems.
- b. Referrals for licensed child care shall be provided by co-located staff or case management staff, if not provided by co-located staff; however, co-located staff shall always provide the initial referrals for cases that will be forwarded to one of the three (3) non-R&R Contractors referenced in Subparagraph 8.4.3.3.a.1 above.
  - c. If the participant requests additional referrals, because child care arrangements were not made from the initial set of referrals or the participant wishes to change child care providers, the R&R CONTRACTOR shall, within

three (3) business days to provide the participant four (4) additional referrals for licensed child care providers with confirmed available open spaces. This includes providing additional referrals for the three (3) non-R&R Contractors referenced in Subparagraph 8.4.3.3.a.1 above in the area needed by the participant, at no charge.

- d. In instances when there are fewer than four (4) referrals with open spaces available which meet the needs of the child(ren) and family, CONTRACTOR shall be in compliance by providing all such referrals (initial or additional referrals) to the participant. If fewer than four (4) referrals are available and appropriate child care is unavailable, CONTRACTOR shall document the attempts to locate child care in the case notes. CONTRACTOR shall report non-availability of child care on CONTRACTOR's MMR.
- e. CONTRACTOR shall update the "Enhanced Referral" field on the GEARS MCCR screen, when referrals for licensed child care are provided to the participant via the ST1-09, within three (3) business days of providing the initial or additional referrals to the participant.

#### 8.4.3.4 CalWORKs S1CC Participant-Provider Services Application (ST1-05)

- a. Within four (4) business days from the update date on the MCCR or receipt of the ST1-01 which has been determined presumptively eligible, CONTRACTOR shall:
  - 1. Provide the ST1-05 and CalWORKs Stage 1 Checklist (ST1-10A) to the participant;
  - 2. Instruct the participant to complete the ST1-05 with the provider and to return the form along with all the required documents, allowing ten (10) business days from the date of the ST1-10A. CONTRACTOR shall use the 10th business day as the due date for the documents, including the ST1-05;
  - 3. Inform the participant that the ST1-05 must be signed by the participant and provider; and

4. Inform the participant that completion of the ST1-05 does not automatically authorize the start of child care, or commit CONTRACTOR to pay for child care.
- b. After the ten (10) business day period, if the participant does not return the ST1-05 and all the required documents, CONTRACTOR shall:
    1. Contact the participant by telephone or mail to determine if the participant continues to need child care or if the participant needs assistance in locating a provider and/or completing the ST1-05.
    2. Make at least three (3) attempts to contact the participant, as needed. At least one (1) attempt shall be made by mail. CONTRACTOR does not need to make three (3) attempts, if the participant or COUNTY notifies CONTRACTOR that child care is no longer needed. CONTRACTOR shall document the dates of the contact attempts and the results in the case notes.
  - c. If the information on a returned ST1-05 is incomplete and the missing/incomplete information does not affect child care eligibility, payment to the provider (such as missing rates for license-exempt providers) or the “under penalty of perjury” statement, CONTRACTOR shall:
    1. Contact the participant and/or provider to obtain the missing information; and
    2. Document in the case notes what information was obtained, from whom and when.

CONTRACTOR shall not alter the information reported on the ST1-05 with the exception of highlighting the sections that need clarification or completion.
  - d. In all other instances, when the ST1-05 is incomplete, CONTRACTOR shall:
    1. Return the ST1-05 to the participant along with a ST1-10A identifying the missing information and/or documents;

2. Mark the “Missing Documents/Case Pending” box on the ST1-10A and request the participant to return the completed ST1-05 and/or missing documents within ten (10) business days; and
3. Make the number of attempts specified in Subparagraph 8.4.3.4.b.2.

CONTRACTOR shall not alter the information reported on the ST1-05, with the exception of highlighting the sections that need to be completed. When the incomplete documents have been returned, CONTRACTOR shall date stamp the document(s) and ensure the documents are complete.

- e. CONTRACTOR shall grant an extension period of up to ten (10) business days for the return of the ST1-05 and/or any other required provider documents, if CONTRACTOR reasonably believes that such extension of the thirty (30) calendar days processing timeline specified in this Paragraph 8.4.3 above will result in an approval of child care services. CONTRACTOR shall document the extension in the case notes and must authorize child care services upon receipt of all required verifications by issuing a Child Care Approval NOA (ST1-12) to the participant and CalWORKs S1CC Provider Notification (ST1-06) to the provider within the four (4) business day timeline specified in Subparagraph 8.4.3.10.b below.

#### 8.4.3.5 Trustline

CONTRACTOR shall not delay approval due to Trustline clearance. CONTRACTOR shall approve a child care request when all required documents are received, per existing procedures and timelines, including the issuance of the ST1-12.

CONTRACTOR shall ensure license-exempt providers (excluding license-exempt child care centers) meet the Trustline requirements as follows:

- a. CONTRACTOR shall notify participants, selecting a license-exempt provider (who is not the aunt, uncle or grandparent by blood, marriage, or court decree of the child) of the Trustline registration process and shall provide the participant with a Trustline Registry

package. The participant or provider shall return the completed Trustline Registry package to CONTRACTOR within ten (10) business days from the date on the ST1-10A.

- b. CONTRACTOR shall also notify participants, selecting a license-exempt provider and who is subject to Trustline registration requirements, to have the provider:
  - 1. Complete the “Trustline Registry Application” (TLR 1) and the “Trustline Registry Criminal Record Statement” (TLR 508) forms;
  - 2. Schedule a fingerprinting appointment with either a Community Care Licensing Live Scan vendor or a local Department of Justice Live Scan site; and
  - 3. Take the completed TLR 1 and TLR 508 forms to the scheduled fingerprinting appointment.
- c. CONTRACTOR shall determine the license-exempt provider’s eligibility and take appropriate action to approve or deny the provider within two (2) business days of written notification from the California Resource and Referral Network of the Trustline Registry application’s disposition.
- d. License-exempt providers who are not exempt from Trustline registration requirements must be Trustline-registered before any S1CC payments can be made.
- e. CONTRACTOR shall follow the policies and procedures in GAIN Policy on-line, Section 1210, and shall annotate in the case notes all actions related to the Trustline registration process and file all documentation necessary to verify the registration process.
- f. If the provider is the aunt, uncle, or grandparent of the child by blood, marriage, or court decree, the participant and provider shall complete and return to CONTRACTOR a Declaration of Exemption from Trustline Registration and Health and Safety Self-Certification (CCP 1) form.

#### 8.4.3.6 Health and Safety

CONTRACTOR shall ensure license-exempt providers (excluding license-exempt child care centers) meet the Health and Safety requirements as follows:

- a. CONTRACTOR shall notify participants, selecting a license-exempt provider (who is not the aunt, uncle or grandparent by blood, marriage, or court decree of the child) to complete the Health and Safety Self-Certification (CCP 4) form with the provider and return it to CONTRACTOR within ten (10) business days from the date of the ST1-10A.
- b. If the provider is the aunt, uncle or grandparent of the the child by blood, marriage, or court decree, the participant and provider shall complete and return the CCP 1 form instead of the CCP 4.

#### 8.4.3.7 Information for License-Exempt In-Home Providers

CONTRACTOR shall provide participants, selecting a license-exempt provider who will care for the child(ren) in the participant's home, prior to the authorization of child care services, the following information:

- COUNTY-approved material on employer tax and labor law responsibilities; and
  - In-Home Affidavit (ST1-22) form.
- a. CONTRACTOR shall instruct the participant to:
    1. Complete and sign the ST1-22 acknowledging that he/she is the provider's employer and is responsible for compliance with employer tax and labor laws;
    2. Return the ST1-22 form within ten (10) business days from the date of the ST1-10A;
  - b. CONTRACTOR shall retain the original, signed ST1-22 form in the case folder, provide copies of the form to the participant and provider, and document in the case notes that copies were provided to the participant and provider.

#### 8.4.3.8 Participant Verifications

CONTRACTOR shall follow the procedures outlined in Subparagraph 8.4.3.10.a below when requesting documents from the participant. CONTRACTOR shall ensure that forms/documents sent or received by fax are either sent to a secure location or received at a secure location to safeguard personally identifying information.

##### a. GAIN Activity Expected Start Date vs. Actual Start Date

1. When CONTRACTOR seeks to authorize child care services after a participant has already started an eligible WtW activity and has already obtained child care, but GEARS has an expected activity start date instead of an actual activity start date, CONTRACTOR shall request an actual start date from the CCC by either faxing or e-mailing a ST1-07, making a telephone request, or sending a GEARS MCCC alert (only one notification/request is required). CONTRACTOR may accept either a verbal statement of the actual start date from the CCC, or confirm that an actual start date has been entered into GEARS. In either case, CONTRACTOR shall document the actual start date in the case notes. If the CCC does not respond within two (2) business days of the request, CONTRACTOR shall follow current GAIN Policy on-line procedures Section 1210, Requests for DPSS Case Information and Documents.
2. When CONTRACTOR seeks to authorize child care for a participant who is scheduled to start an eligible component in the future, CONTRACTOR shall authorize not more than thirty (30) calendar days of child care starting on the expected component start date. CONTRACTOR shall request an actual start date from the CCC using one of the methods listed in part (a)(1) of this Subparagraph 8.4.3.8. If the CCC does not respond within twenty (20) calendar days, CONTRACTOR shall check GEARS to verify whether an actual start date has been entered into GEARS. If the actual start date was entered into GEARS, continued child care shall be authorized for the remaining of the WtW activity period, but not more than twelve (12) months from the date that child care services were initially authorized. If the

actual start date was not entered into GEARS, CONTRACTOR shall contact the CCC to request that the actual start date be provided within two (2) business days. If the CCC does not respond within two (2) business days of the request, CONTRACTOR shall follow current GAIN Policy on-line procedures Section 1210, Requests for DPSS Case Information/Documents. Continued child care cannot be authorized by CONTRACTOR until an actual start date is obtained from GAIN. When obtained, continued child care services shall be authorized from the end of the thirty (30) calendar day initial period or from the actual start date, whichever is later.

b. Employment and/or Training Verification

1. CONTRACTOR shall contact the CCC or GSW to obtain a completed Request for Employment Verification (ST1-20) and/or training verification such as a completed Self-Initiated Program Verification (GN6005) or Services Provider Referral (GN6006) for participants referred to school or training.
2. If the CCC or GSW cannot provide the verification because it is not available, CONTRACTOR shall have the participant sign the "Authorization of Release of Information" section of the form(s). CONTRACTOR shall then mail, e-mail, or fax the ST1-20 and/or training verification form to the employer and/or training institution.
3. If the completed ST1-20 and/or training verification is not received from the employer and/or training institution, CONTRACTOR shall provide a copy of the ST1-20 and/or training verification form to the participant and instruct the participant to have the form(s) completed by the employer and/or training institution. In lieu of a completed ST1-20, CONTRACTOR may verify employment via a phone contact to a valid work number and acceptance of most current pay stubs.
4. CONTRACTOR may accept the participant's self-declared schedule of hours for the first 30 days of employment and/or WtW activity which must be signed under penalty of perjury and completed in

person or completed in the GAIN Regional office. If the self-declaration is completed at a GAIN Regional office a copy shall be obtained by CONTRACTOR via the CCC.

5. CONTRACTOR shall authorize child care services for not more than thirty (30) calendar days upon receipt of a self-declared schedule from the participant. Third party verification for the self-declared schedule must be received by CONTRACTOR within thirty (30) calendar days of the authorization of child care services. Upon receipt of third party verification, CONTRACTOR shall authorize child care services for the remainder of the employment and/or WtW activity component on GEARS, but no more than twelve (12) months from the date child care was initially authorized. The participant may use this self-declaration option no more than two times per fiscal year.
6. CONTRACTOR may temporarily accept from the employer and/or training institution a faxed or e-mailed copy of the ST1-20 and/or training verification form. The original document must be received by CONTRACTOR within ten (10) business days of the faxed or e-mailed copy. Adult schools and Community Colleges are not required to send the original documents.
7. If the ST1-20, pay stubs and/or training verification form appear to be altered or suspicious or the information on the forms do not reasonably match the information on the ST1-05, CONTRACTOR shall contact the employer and/or training institution to verify if the information on the employment and/or training verification forms is accurate and accept the verified information as the basis for the authorization for child care services.
8. CONTRACTOR shall have the discretion to determine when the days and hours listed on the ST1-05 and the employer or training verification forms reasonably match. If there is a discrepancy in the days and/or hours of the employment and/or training, CONTRACTOR shall contact the CCC consistent with current GAIN Policy on-line, Section 1210, Requests for DPSS Case

Information/Documents, and ask DPSS staff to confirm the days and/or hours of the employment and/or training.

c. Child's School Hours and School Days Schedule

1. CONTRACTOR shall obtain verification of the regular hours/days of school attendance for the participant's child(ren) from one of the following sources: CAST, the CCC, the school, or the parent. The method of verification shall be documented in the case notes. This requirement applies for all children enrolled in grades K-12.
2. CONTRACTOR may keep school calendars, including track schedules, in a central file or a database, and shall document in the case notes that the school calendar is either in the central file or database. For schools on multi-track schedules, CONTRACTOR may obtain the child's specific track schedule from one of the following sources: CAST, the CCC, the school, or the parent. The method of verification shall be documented in the case notes. The school calendars in the central file shall be retained for five (5) years after the term of this Contract or for five (5) years following the last date of service or until all audits started are completed and settled, whichever is later as specified in Paragraph 8.9.3 below. If CONTRACTOR does not have the school's calendar on file, CONTRACTOR shall obtain the child's school calendar, including track schedules (if applicable), from one of the sources mentioned above, and file the documents accordingly. This requirement applies for all children enrolled in grades K-12.

d. Variable Schedules Verification

1. CONTRACTOR shall obtain the Monthly Variable Schedule Calendar (ST1-21) from the participant signed by the employer, training agency representative or school counselor on a monthly basis, for participants on variable employment and/or WtW activity schedules.
2. CONTRACTOR shall ensure that the ST1-21 is complete. The ST1-21 shall be considered complete

if the total actual hours of work/training/counseling or other activity for the month are documented on the form and the ST1-21 is signed. CONTRACTOR may not accept a faxed or e-mailed copy of the ST1-21.

3. CONTRACTOR shall compare the actual hours of work/training/counseling or other activity on the ST1-21 to the claimed hours of work/training/counseling/ or other activity on the PPR.
4. CONTRACTOR shall pay the provider only for the actual hours of work/training/counseling or other activity by the participant, plus approved travel time, but not to exceed the authorized hours of work/training/counseling or other activity claimed by the provider on the PPR.
5. CONTRACTOR shall not be deemed to have received a complete PPR until verification is received of actual hours of work, training, counseling or other activity on a ST1-21 or other acceptable documentation. In lieu of the ST1-21, CONTRACTOR may accept either: 1) an employer-generated record which has the required information; or 2) pay stub(s) if the pay stub(s) reflect the days and hours worked.
6. CONTRACTOR shall ensure the ST1-12 or ST1-15 and the ST1-06 indicate that the provider shall only be paid for actual hours of work, training, counseling or other activity by the participant, plus approved travel time, and only after receipt of the ST1-21 from the employer, training agency representative, or school counselor verifying the participant's actual hours in an activity.

#### 8.4.3.9 Provider Verifications

CONTRACTOR shall follow the procedures outlined in Subparagraph 8.4.3.10.a below when requesting documents from the provider. At a minimum, CONTRACTOR shall obtain the following information and/or documents from the participant and/or provider to determine the provider's eligibility:

- a. A licensed provider's current license from Community Care Licensing Division;

- b. Request for Taxpayer Identification Number and Certification W-9 form, or Social Security number, as appropriate. CONTRACTOR may request to view the Social Security card, but is not required to copy the card;
- c. For license-exempt providers, proof that the provider is at least 18 years old. Acceptable documentation are: a passport, a valid California driver's license or photo I.D. or document issued by a federal, state, or local government agency which reflects the date of birth. The documentation must be valid (non-expired) at the time proof of age is established. Proof of age shall only be requested at the initial enrollment of a provider;
- d. For license-exempt providers (excluding license-exempt child care centers) specified in Subparagraph 8.4.3.5.a, verification of Trustline registration;
- e. For license-exempt providers (excluding license-exempt child care centers) specified in Subparagraph 8.4.3.6.a, a completed CCP 4;
- f. For license-exempt providers (excluding license-exempt child care centers and Trustline-exempt providers) two character references which include the name, addresses, and telephone numbers of each reference.
- g. For a license-exempt provider who is the aunt, uncle, or grandparent of the child, a completed CCP 1;
- h. For license-exempt providers who will care for the children in the participant's home, a completed ST1-22;
- i. A declaration by licensed providers and license-exempt centers via a ST1-05 that the rates and registration fees (if any) charged for CalWORKs participants do not exceed the rates charged to the general public;
- j. A declaration by the provider via a signed ST1-05 that he/she is not the parent or legal guardian of the child(ren), or a member of the CalWORKs assistance unit.
- k. For all providers, ensure that the rates charged to CONTRACTOR by the provider do not exceed the current Regional Market Rate (RMR) ceilings for Los

Angeles County for the type of care and age category, per RMR regulations.

CONTRACTOR shall review the ST1-05 to ensure that it is complete; follow up with a contact to the provider if any of the provider's documents indicate that the provider is not authorized to work in the United States; and ensure that copies of the documents in this Subparagraph 8.4.3.9 are filed in the case folder prior to the approval of a child care provider. If the provider cannot provide documentation that verifies he/she is authorized to work in the United States or fails to provide any of the required documents, CONTRACTOR shall not authorize child care with that provider and request the participant to choose another provider.

#### 8.4.3.10 Disposition of Child Care Request

##### a. Process Required Documents

1. CONTRACTOR shall view all original documents with the exception of those listed below. Copies of the original documents shall be made and annotated to include that originals were seen, the name of CONTRACTOR's staff who viewed the original documents, and the date the original documents were seen.
2. CONTRACTOR shall retain original forms with the exception of those listed below. Forms shall be stamped with the date the form was received by CONTRACTOR.
3. CONTRACTOR may accept copies of the following documents/forms, which do not affect program integrity, without having to view the originals:
  - Provider's License from Community Care Licensing Division;
  - School and Track Information (ST1-26) form;
  - Information Notice of Child Care Fraud (ST1-34);
  - Statement of Incapacity (if the GSW or EW has the original);

- Request for Taxpayer Identification Number and Certification (W-9) form; and
  - Original forms kept by the GSW or EW.
4. Upon receipt of the required documents and forms, CONTRACTOR shall file the documents and forms (copies and/or originals) in the participant's case folder. Provider documents and forms (copies and/or originals) shall be filed either in a separate provider's folder or in the participant's case folder, at CONTRACTOR's discretion.

b. Child Care Approvals

Within four (4) business days of CONTRACTOR's receipt of a completed ST1-05 and verification of all required documents, CONTRACTOR shall approve child care services and take the following actions:

1. Approve child care services by issuing an adequate, complete and timely Child Care Approval NOA (ST1-12) to the participant in the participant's threshold language and a CalWORKs S1CC Provider Notification (ST1-06) to the approved provider;
2. Update the GEARS Maintain Alternate Payment Provider Stage 1 Child Care (MAOC) screen upon approval of S1CC services; and
3. Send the following information to the provider with the approval ST1-06 and document in the case notes that this information was provided:
  - Requirements and procedures of the Provider Payment Request (PPR) form, including completion and submission of the PPR form; and
  - Timeline for provider payments.

CONTRACTOR shall provide the information above to licensed providers once, but shall not be required to send this information again when additional S1CC children are authorized with the same provider.

c. Child Care Denials

Within four (4) business days of a denial determination, but no later than thirty (30) calendar days from the child care update date on the MCCR GEARS screen, or within the additional 10 business days if an extension was granted, CONTRACTOR shall deny child care services, as follows:

1. Reasons for denial of child care services include, but are not limited to:
  - Participant states he/she no longer needs or wants child care.
  - Participant fails to return a completed ST1-05 along with all required documents within the specified timeline in Paragraph 8.4.3 above.
  - Participant does not cooperate in completing a child care arrangement.
  - Child care is not available. Reasons for non-availability of child care shall include, but are not limited to:
    - Lack of sufficient child care options to exercise parental choice;
    - Geographic access limiting parental choice; and
    - Available child care is not appropriate for child's needs, including special needs.
2. CONTRACTOR may deny the use of a provider for failure to provide a required document, failure to meet all eligibility criteria, or when placement of the child(ren) with a provider would violate any law or regulation. However, these reasons should not be a basis for denial of child care services to the participant, unless the participant does not cooperate with completing child care determination process within the specified timeline in Paragraph 8.4.3 above, after he/she was given the opportunity to select another provider.

3. CONTRACTOR shall issue an adequate, complete and timely ST1-11 to the participant in the participant's threshold language and a ST1-06 to the prospective provider, if known.

#### 8.4.3.11 COUNTY Caused Delay

If a delay in authorization, change in authorization, or re-authorization of S1CC services of any child care case is caused by COUNTY's failure to update GEARS or provide information or documents in a timely manner, regardless of the COUNTY-caused reason, CONTRACTOR shall not be assessed a penalty for not meeting the performance requirements.

### **8.5 PROVIDE CASE MANAGEMENT SERVICES**

Case management services include all management of a case after presumptive eligibility determination, as described in Paragraph 8.4.1 above, until the case is closed or transferred to another Contractor, other than provider payment services and appeals/hearings. These services are provided at CONTRACTOR's main office(s).

#### 8.5.1 Maintain Participant Case Folder

CONTRACTOR shall maintain a case folder for each applicant and participant currently being served by CONTRACTOR.

- a. CONTRACTOR shall ensure that the case folder is organized and identifiable by applicant's or participant's name and case number.
- b. CONTRACTOR shall maintain up-to-date records by making case note entries and including required documents and forms (copies and/or originals) which contain pertinent information in the case folder. Copies of original documents shall be properly annotated as specified in Subparagraph 8.4.3.10.a above. Case records shall be retained for the amount of time specified in Paragraph 8.9.3 below.
- c. Contractors who choose to maintain a provider folder separate from the participant's folder, shall maintain the records in the provider folder up-to-date as specified in part (b) of this Subsection.
- d. Each case folder shall include the following documents or forms, as appropriate:

1. Copies of the following GEARS screens for both parents, as appropriate: MCCR, IPCA, MCAT, ICAC, IPRC, MCAP, MACC, MAOC, and MCCC;
2. GEARS ICAS Screen or PA 481, as appropriate, as specified in Subparagraph 8.5.3.e below.
3. CalWORKs S1CC Participant-Provider Services Application (ST1-05);
4. CalWORKs S1CC Provider Notification (ST1-06);
5. CalWORKs Stage 1 Referrals for Licensed Child Care (ST1-09);
6. CalWORKs Stage 1 Participant and Provider Checklist (ST1-10A);
7. Copies of NOAs such as the Child Care Approval NOA (ST1-12), Change of Child Care Services NOA (ST1-14), Child Care Payment Change NOA (ST1-15), and any other NOAs provided to the participant;
8. Family Size and Income Information (ST1-19);
9. Request for Employment Verification (ST1-20);
10. In-Home Affidavit (ST1-22);
11. School and Track Information Form (ST1-26);
12. Provider documents (e.g., license, W-9, etc.);
13. Health and Safety Self-Certification (CCP 4), as appropriate;
14. Declaration of Exemption from Trustline Registration and Health and Safety Self-Certification (CCP 1) form, as appropriate;
15. Provider Payment Request (PPR) form(s);

16. Copies of all documents provided by the participant and/or provider as specified in Subparagraphs 8.4.3.8 and 8.4.3.9 above;
17. Copies of all forms which have been signed and issued to the participant and/or provider;
18. Other pertinent information, at CONTRACTOR's discretion;
19. Training Verification (ST1-20A); and
20. Case notes as specified in this Subsection below.

e. Maintain Case Notes

CONTRACTOR shall maintain case notes as follows:

1. CONTRACTOR shall not be required to duplicate information on documents and/or forms filed in the case folder. A brief entry in the case notes that a document and/or form, was placed in the case folder shall be included in the case notes to meet the requirement.
2. CONTRACTOR's case notes may be brief, provided that they include: the name or initials and the title of CONTRACTOR's staff making the entry; the date of contact or the date action was taken; the name of the participant, provider, GAIN CCC or any other party with whom contact was made; the title and organization of "other party"; relevant information provided or type of action taken; and statement specified in Subparagraph 8.5.3.b below, as appropriate.
3. CONTRACTOR shall make clear and concise entries in the case notes to substantiate actions and decisions made by the Case Manager, and shall be in sufficient detail for the reader to readily understand the basis for CONTRACTOR's decision. CONTRACTOR may be required to explain any action or decision during monitoring reviews. Examples of actions taken that require case notes entries include, but are not limited to:
  - Attempts to contact participants;
  - Determination of non-availability of child care;

- Participant's choice of a provider;
  - Deadline extension;
  - Calculation of family fee or statement that no calculation is required (as appropriate);
  - Status of Trustline Registration;
  - Corrective action taken on a specified problem;
  - Clarification and reason for a case action;
  - Dates documents were received;
  - Contacts with the CCC; and
  - Special instructions from DPSS Child Care Program staff.
4. CONTRACTOR may maintain case notes in electronic form in chronological order rather than in the case folder. However, CONTRACTOR shall provide a hard copy of the case notes upon COUNTY's request and for monitoring reviews.

#### 8.5.2 Maintain S1CC Cases with Domestic Violence (DV) Components

To facilitate a domestic violence victim's access to child care, CONTRACTOR shall:

- a. Designate a DV Case Manager/Liaison to manage all S1CC cases that have an open DV Services 2 component on the GEARS Participant Component Selection (IPCA) screen, regardless of the session type (002, 002FL, 002IL).
- b. Maintain all DV cases in one child care case management file and ensure that a back-up case manager is available when the primary case manager/liaison is unavailable.
- c. Maintain cases with a DV component in the S1CC program for as long as the participant has an open DV component on GEARS and is eligible for CalWORKs child care.
- d. Authorize child care for DV victims to attend DV activities such as case management and/or legal services (for themselves or for any of the children), employment, concurrent GAIN

activities, and appointments for legal matters related to DV issues, such as court appointments.

### 8.5.3 Ensure Compliance with Civil Rights Requirements

- a. CONTRACTOR shall provide language services in the participant's preferred language as specified in Subsection 7.4 above.
- b. CONTRACTOR shall document how language services will be provided to non-English speaking participants in their preferred language in the case notes, at first contact with participant, at the annual re-evaluation, at any time the participant requests a change in either verbal or written language preference, and at any time the case is re-assigned to another certified bilingual staff. The case notes shall include the following statement:  
  
"On (full date), I (staff name), was assigned (participant's full name) S1CC case. Language services will be provided in his/her preferred language, (participant's language), as verified on GEARS or on his/her completed PA 481. I am a CONTRACTOR certified bilingual staff in (language)."
- c. When the participant's language needs cannot be readily met and CONTRACTOR cannot provide services in the language listed on the GEARS ICAS screen, CONTRACTOR shall obtain a certified interpreter or other authorized agent such as OCI. If the participant chooses to use his/her own interpreter, CONTRACTOR shall have the participant complete the Interpreter Service Statement/Interpreter Confidentiality (PA 481-A) form indicating how interpreter services were provided.
- d. CONTRACTOR's failure to properly document in the case notes how language services were provided, including how interpreter services were provided, may result in a discrepancy finding during a Civil Rights audit.
- e. When the participant requests language services in a language other than the one listed on the GEARS ICAS screen, CONTRACTOR shall have the participant complete a new PA 481 and retain a copy in the participant's case folder. CONTRACTOR shall also refer the participant to the EW (if applicable) in order to update the preferred language on LEADER.

- f. Monitoring Conducted by DPSS Civil Rights Section (CRS)
  1. CRS will notify CONTRACTOR in writing thirty (30) calendar days prior to the monitoring visit. A copy of the notice will also be sent to the CCA.
  2. The notice will indicate the documents, case files, etc., that CONTRACTOR must have available for the monitoring visit.
  3. CRS will conduct the monitoring visit and will notify CONTRACTOR and the CCA of the findings.
  4. CONTRACTOR shall comply with all necessary corrective actions to ensure compliance with civil rights responsibilities, under the guidance and assistance of the CCA and/or CRS, as appropriate.

#### 8.5.4 Process Reported Changes

COUNTY will notify CONTRACTOR in writing via a S1CC Change Transmittal Fax – Time Sensitive (ST1-07A) within five (5) business days of any change which would affect the participant's eligibility for child care services, including the days or hours care is needed. Within four (4) business days of receiving notification from a participant or COUNTY of a change in circumstances, action must be initiated as follows:

- a. CONTRACTOR shall extend a current authorization of child care services as a result of receiving a WtW activity actual start date or if COUNTY extends the end date of an existing WtW activity by sending the participant a Change of Child Care Services NOA (ST1-14) and sending the provider a ST1-06. Copies of the NOA and notification must be filed in the case folder accordingly. Such extension must not authorize child care services for more than twelve (12) months from the date the existing authorization was granted. A new ST1-05 would only be required if there are changes as specified in part (e) & (f) of this Paragraph 8.5.4.
- b. CONTRACTOR shall annotate changes in the participant's address in the case notes. If the participant is using an in-home license-exempt child care provider, CONTRACTOR shall require the participant to provide a new CCP 1 or CCP 4, as appropriate. A new ST1-05 is not required until the next child care re-authorization period is due or until other changes as

specified in part (e) & (f) of this Paragraph require completion of a new ST1-05.

- c. CONTRACTOR shall update GEARS MCED screen with any changes in the participant's WtW activity and/or employment, and the child care schedule and travel time.
- d. CONTRACTOR shall update the GEARS Maintain All Stage 1 Child Care Providers (MACC) Screen, with any changes in a provider's mailing address and service address. CONTRACTOR shall require the participant to provide the following documents, as appropriate:
  - 1. A new CCP 1, CCP 4, or a Trustline change of address form.
  - 2. A current provider's facility license for the new location.

A new ST1-05 is not required until the next child care re-authorization period is due or until other changes as specified in part (e) & (f) of this Subsection require completion of a new ST1-05.

- e. CONTRACTOR shall process changes affecting provider payments as specified in Paragraph 8.6.10 below.
- f. CONTRACTOR shall require the participant to complete a new ST1-05, which include the signatures of both the participant and provider, if it involves a change in providers and shall request provider verifications as outlined in Subparagraph 8.4.3.9 above. CONTRACTOR shall not be required to re-evaluate the participant's eligibility (e.g. by requesting employment and/or training verifications, etc.) when there is no change in employment and/or training.
- g. CONTRACTOR shall re-evaluate the participant's eligibility to S1CC services as a result of receiving notification via the GEARS Maintain Stage 1 Alerts (MASO) screen that the participant's CalWORKs cash aid will terminate. CONTRACTOR shall review the GEARS IPRC and ICAS screens to determine the effective date of the CalWORKs cash aid termination and take action, as appropriate:
  - 1. If CONTRACTOR determines that the participant remains eligible to S1CC services, no action is necessary until the next annual re-authorization is due.

2. If CONTRACTOR determines that the participant is no longer eligible to S1CC services, CONTRACTOR shall send a ST1-13 to the participant and a ST1-06 to the provider at least ten (10) calendar days prior to the CalWORKs cash aid termination date. The ST1-13 shall specify the reason(s) for the termination of S1CC services. During a thirty (30) calendar day period from the effective date of the CalWORKs cash aid termination, the participant may again become eligible to CalWORKs cash aid, at which time CONTRACTOR will be notified via the GEARS MASO screen. CONTRACTOR shall evaluate the circumstances and resume S1CC authorizations, if appropriate. If at the end of thirty (30) calendar days the participant's CalWORKs cash aid remains terminated, S1CC shall also remain terminated.
  3. If CONTRACTOR determines that the participant's S1CC case shall be transferred to Stage 2 or Stage 3, CONTRACTOR shall promptly transfer the case as specified in Paragraph 8.7.15 below.
- h. CONTRACTOR shall make clear and concise entries in the case notes regarding the actions taken to process any reported change.

#### 8.5.5 Re-authorization of Child Care Services

CONTRACTOR shall re-evaluate and re-authorize a participant's child care services annually as follows:

- a. CONTRACTOR shall have the participant provide any required documents and a new ST1-05 or complete an Addendum to Extend ST1-05 Participant-Provider Services Application (ST1-05 Addendum), which must include the signatures of both the participant and the provider, if there are no changes that require a new ST1-05.
- b. CONTRACTOR shall re-authorize child care benefits for up to twelve (12) months but no longer than the WtW activity component end date on GEARS. If CONTRACTOR has current verification that the WtW activity will continue past the component end date on GEARS, CONTRACTOR may authorize child care services for up to thirty (30) calendar days as specified in Subparagraph 8.4.3.8.a.2 above. If CONTRACTOR has current verification that the participant is employed, CONTRACTOR may authorize child care services without an open Earned Income Component (EIC) on GEARS.

CONTRACTOR shall forward the verification to the GSW and/or CCC.

- c. The new twelve (12) month authorization period for child care services starts from the date CONTRACTOR issues a ST1-12 to the participant in the participant's preferred language and a ST1-06 to the provider.
- d. If a participant completes a new ST1-05 or a new ST1-05 Addendum, and CONTRACTOR re-evaluates the participant's S1CC eligibility, this action starts a new authorization period.
- e. CONTRACTOR shall request participant verifications as outlined in Subparagraph 8.4.3.8 above.

8.5.6 Assess Family Fees for Former CalWORKs Participants

- a. CONTRACTOR shall assess Family Fees for former CalWORKs Participants, as appropriate, in accordance with current State regulations and COUNTY policy and procedures.
- b. CONTRACTOR may charge a Family Fee by using one of two options, as follows:
  - 1. Collect the Family Fee from the former CalWORKs participant, and report such reimbursement, as appropriate, on the MMR, CONTRACTOR's Monthly Invoice, and GEARS, once it is modified to accommodate this; or
  - 2. Require the former CalWORKs participant to pay the Family Fee directly to the provider, and report such action, as appropriate, on the MMR, CONTRACTOR's Monthly Invoice, and GEARS, once it is modified to accommodate this.
- c. CONTRACTOR shall have the flexibility to determine which option to use, but must notify COUNTY in writing within thirty (30) calendar days of the start of this Contract which Family Fee option CONTRACTOR will implement. If during the term of this Contract, CONTRACTOR changes from one Family Fee option to another, CONTRACTOR shall notify COUNTY, in writing, within thirty (30) calendar days of the change.
- d. CONTRACTOR shall invoice COUNTY only for the amount CONTRACTOR paid to the provider.

#### 8.5.7 Reopen Child Care Cases as Appropriate

- a. CONTRACTOR may, at CONTRACTOR's discretion, reopen a previous child care case by either reopening the previous case or by opening a new case. Whenever CONTRACTOR opens a new case, CONTRACTOR may use any documentation that is still valid from the previous case.
- b. CONTRACTOR may, at CONTRACTOR's discretion, use the previous ST1-05 when CONTRACTOR elects to reopen a closed child care case and determines that the ST1-05 is still valid and meet all of the following criteria:
  1. The participant's case has been closed, terminated, or denied within thirty (30) calendar days of the participant's current request for child care;
  2. The previous ST1-05 has been signed and completed less than twelve (12) months from the participant's current request for child care;
  3. The information (excluding start, effective, and authorization dates) on the ST1-05 has not changed;
  4. Using the previous ST1-05 does not conflict with Subparagraphs 8.5.4.e and 8.5.4.f above; and
  5. The case record shall be clearly and accurately documented.

The ST1-05 is valid for no more than twelve (12) months from the oldest signature date on either form. Usage of the previous case ST1-05, in lieu of obtaining a new ST1-05, requires that CONTRACTOR authorize child care services for no more than the period of time for which the ST1-05 remain valid, or for no longer than twelve (12) months from the signature dates on the forms, as defined above.

#### 8.5.8 Process Child Care During Breaks in Activities

- a. CONTRACTOR shall allow participants who have been authorized for licensed child care to request and continue to receive licensed child care for up to thirty (30) calendar days between components of a WtW activity, employment, or a combination of both WtW activity and employment, to ensure the continuity of licensed child care, and to hold the space for the child in the licensed child care facility. The thirty (30)

calendar days rule may be extended to no more than sixty (60) calendar days for a student's semester break, but only if he/she is not changing schools, WtW activities, or provider.

- b. CONTRACTOR shall allow child care for participants to cover breaks between WtW activities during the course of the day as long as there is no impact on the current authorized pay rate for the provider. If there is additional cost, CONTRACTOR shall allow a maximum of four (4) hours (excluding travel time) for licensed and license-exempt child care.

#### 8.5.9 Process Child Care During a Sanction Month

CONTRACTOR shall pay child care for S1CC participants who are sanctioned, as long as they are employed, pursuant to CDSS Eligibility and Assistance Standards, Division 47, CalWORKs Child Care, Section 47-220.32. CONTRACTOR will receive an alert via the GEARS MASO screen indicating when the participant was deregistered from GAIN. The GEARS Registration Maintenance (MGRG) screen shows the deregistered status and exemption codes.

#### 8.5.10 Process Limited Term Service Leave

CONTRACTOR may grant a Limited Term Service Leave (LTSL) for a S1CC case if the participant will temporarily not need S1CC services. A LTSL shall not exceed twelve (12) consecutive weeks in duration. If CONTRACTOR grants a LTSL, the following applies:

- a. The participant's S1CC case shall not be closed;
- b. The ST1-05 shall indicate that child care services will not be provided during the participant's LTSL period;
- c. CONTRACTOR shall not claim reimbursement for Operational and Administrative Costs from COUNTY during the participant's LTSL period; and
- d. The GEARS MAOC screen shall not have any child care authorizations listed during the participant's LTSL period.

#### 8.5.11 Process Transfers Between S1CC Contractors

- a. CONTRACTOR shall transfer a child care case to the appropriate S1CC Contractor when families move their child care from one CONTRACTOR's service area to another. CONTRACTOR shall collaborate with other S1CC Contractors

when transferring S1CC cases to ensure there is no disruption or break in child care services.

- b. Within three (3) business days, upon notice from the participant or COUNTY, CONTRACTOR shall transfer the participant's case folder (while retaining a copy) to the receiving S1CC Contractor. In turn, the receiving CONTRACTOR shall immediately accept all such transfers from any other S1CC Contractor. The receiving CONTRACTOR must update GEARS with the new information within three (3) business days of the effective date of the transfer.

#### 8.5.12 Process Inter-County Transfers (ICT) of S1CC Services

- a. Upon receiving information from a participant that he/she has moved or will be moving from Los Angeles County to another county in California, CONTRACTOR shall inform the participant in writing of the responsibility to apply for child care in the new county to avoid a break in child care services.
- b. CONTRACTOR shall notify the receiving county of the pending transfer via the Inter-County Transfer Letter (ST1-28). If CONTRACTOR receives a signed release of information form from the participant, CONTRACTOR shall contact the appropriate CalWORKs provider in the receiving county and make available information and documents to assist the participant to receive CalWORKs child care without delay.

#### 8.5.13 Process Seamless Transfers from Stage 1 to Stage 2 or Stage 3

- a. CONTRACTOR shall promptly transfer participants to Stage 2 or Stage 3 Child Care, as appropriate, consistent with the California Department of Education rules and regulations, including California Code of Regulations (CCR), Title 5, Division 1, Chapter 19.5, when any of the following conditions exists:
  - 1. A current CalWORKs participant is stable, as defined by COUNTY;
  - 2. A current CalWORKs participant is transitioning off cash aid, and is otherwise eligible for Stage 2 or Stage 3;
  - 3. A former CalWORKs participant utilizes in-home license-exempt child care because the waiver requirement was met and has been off cash aid for two years.

- CONTRACTOR shall notify the participant in writing at the time they are terminated from CalWORKs cash aid that CONTRACTOR does not pay for in-home license-exempt child care in Stage 2.
  - Three (3) months prior to reaching the S1CC two-year time limit, CONTRACTOR shall re-notify in writing the participant and the provider of the effective date when S1CC will be terminated, and inform the participant of alternatives to continue subsidized child care services.
- b. CONTRACTOR shall issue a Change of Child Care Services NOA (ST1-14) to the participant and a ST1-06 to the provider to inform them that the S1CC case is being transferred to Stage 2 or Stage 3. The ST1-14 shall indicate the effective date of transfer, and the Stage 2 or Stage 3 contact person's name and contact information.
  - c. CONTRACTOR shall update the GEARS Maintain Child Care Stage 2 (MSTC) screen upon completion of the transfer of the S1CC case to Stage 2.
  - d. CONTRACTOR shall comply with California Department of Education (CDE) rules and regulations, including CCR, Title 5, Division 1, Chapter 19.5, Section 18409 (d); which requires Stage 1 agencies to transfer CalWORKs participants to Stage 2 regardless of CDE contracting funding level, until CDE directs the agency in writing to stop transferring cases to Stage 2.

#### 8.5.14 Process Termination of Child Care Services Due to Trustline Report

- a. Upon receipt of a Trustline report indicating that a provider's application has been denied or that Trustline registry is revoked, CONTRACTOR shall take the following actions within two (2) business days:
  1. Advise the participant of the need to select another provider for child care or of the need to discontinue the use of a provider for child care by sending a ST1-14 to the participant. CONTRACTOR shall also send a ST1-06 to the provider, including a ten (10) calendar day advance notice of termination of child care payments.
  2. Update GEARS with information regarding the license-exempt provider's denial of the Trustline registry

application or with information that Trustline registry was revoked.

3. Send a ST1-10A with a new ST1-05 to the participant to determine the prospective provider's eligibility.
- b. If the participant does not cooperate in completing a child care arrangement, CONTRACTOR shall terminate child care services and send a ST1-13 to the participant. The ST1-13 shall indicate the reason for the termination. CONTRACTOR shall update GEARS accordingly and document the details and the reason child care is being denied or terminated in the case notes.

#### 8.5.15 Process Termination of Child Care Services Due to Community Care Licensing Division Action

- a. Upon receipt of notification that a provider's license has been revoked or suspended, CONTRACTOR shall take the following actions within two (2) business days:
  1. Concurrently terminate payment to the licensed provider and advise the participant of the need to select another provider by sending a ST1-14 to the participant. CONTRACTOR shall also send a ST1-06 to the provider informing him/her that child care payments have been terminated and the reason for the termination.
  2. Remove the licensed provider from the CONTRACTOR's referral list and notify all the other appropriate S1CC Contractors to remove the provider from their referral list.
  3. Send a ST1-10A with a new ST1-05 to the participant to determine the prospective provider's eligibility.
- b. If the participant does not cooperate in completing a child care arrangement, CONTRACTOR shall terminate child care services and send a ST1-13 to the participant. The ST1-13 shall indicate the reason for the termination. CONTRACTOR shall update GEARS accordingly and document the details and the reason child care is being terminated in the case notes.
- c. Upon notification that a licensed provider is on probation, CONTRACTOR shall take the following actions within two (2) business days:

1. Notify the participant in writing that his/her provider's child care license has been placed on probation.
2. Inform the participant in writing of the option to use an alternate child care provider or continue to use the same provider without risk that the child care payments to the provider will be terminated.

8.5.16 Process Termination of Child Care Services Due to Change in Participant Eligibility or Participant Lack of Need

Upon receipt of notification from COUNTY via a GEARS alert that the participant is no longer eligible for child care or a verbal or written notification from the participant that he/she no longer needs child care, CONTRACTOR shall take the following actions within two (2) business days:

- a. Terminate child care services and send a ST1-13 to the participant and a ST1-06 to the provider, including a ten (10) calendar day advance notice of termination of child care payments. The ST1-13 shall indicate the reason for the termination.
- b. Update GEARS accordingly and document any verbal notification from the participant that child care is no longer needed and the reason why child care is being terminated in the case notes.

8.5.17 Process Termination of Child Care Services at the End of Authorized Period

If the child care need is ending concurrently with the end of the current authorization period, CONTRACTOR shall take the following actions:

- a. Terminate child care services and send a ST1-13 to participant and a ST1-06 to the provider, including a ten (10) calendar day advance notice of termination of child care payments. The ST1-13 shall indicate the reason for the termination. If the participant's approved WtW activity is less than 30 calendar days, CONTRACTOR does not need to send a ST1-13 to the participant.
- b. Update GEARS accordingly and document the details and the reason why child care is being terminated in the case notes.

#### 8.5.18 Close Child Care Cases

S1CC cases shall be closed if one of the following events occurs:

- a. Child care has been denied.
- b. Child care has been terminated.
- c. Participant's case is transferred to another S1CC Contractor, county, subsidized child care program, or Stage 2 or Stage 3 Child Care.
- d. Participant is terminated from CalWORKs cash aid and does not have a current authorization for child care, or a S1CC request being processed, at the time the participant is terminated from CalWORKs cash aid.
- e. Participant has been terminated from CalWORKs cash aid for two (2) years and has been receiving S1CC for two (2) years, at which time the participant is no longer eligible for S1CC.
- f. Participant is terminated from CalWORKs cash aid, is using a license-exempt in-home provider and does not have an approved ST1-38, 'In-Home Child Care Waiver Request' on file.

#### 8.5.19 Notify COUNTY of Changes in Participant's Information

CONTRACTOR shall notify COUNTY within three (3) business days via a ST1-07 or MCCC GEARS alert, of any information relating to income, assets, and/or household composition changes provided to CONTRACTOR by a CalWORKs participant in the normal course of interaction with the participant, that could affect the CalWORKs cash aid grant amount or eligibility. This is not to be interpreted to mean that CONTRACTOR is to determine eligibility for any other program other than S1CC.

### **8.6 PROVIDE PROVIDER PAYMENT SERVICES**

#### 8.6.1 Basic Payment System – S1CC Provider Payments

CONTRACTOR shall use its own payment system, not GEARS, for generating and processing all S1CC Provider Payment Requests (PPRs) and issuing all child care payments. CONTRACTOR's payment system shall:

- a. Have the ability to issue replacement payments, supplemental payments, retroactive payments, advance payments, and payments in arrears.
- b. Have the ability to stop payments on lost or stolen checks at CONTRACTOR's bank.
- c. Have the ability to pay for child care provided during the current fiscal year and the immediate prior fiscal year.
- d. Have the ability to pay the different types of child care rates: hourly, daily, weekly or monthly rates.

#### 8.6.2 Electronic Data Transfer

CONTRACTOR shall upload provider payment data into the GEARS database by using the electronic data transfer system, which DPSS has approved, as follows:

- a. CONTRACTOR shall enter payment data into the electronic data transfer system no later than 4:00 p.m. on the 4<sup>th</sup> business day after the check is printed.
- b. The following payment data shall be transmitted for each payment made:
  - Case Number;
  - Participant ID (PID);
  - Child ID (CID);
  - Payment Start Date;
  - Payment End Date;
  - Provider ID;
  - Child Care Agency ID Number;
  - Payment Amount; and
  - Payment Date.
- c. CONTRACTOR shall ensure that all payment data is transferred to GEARS prior to the last three (3) business days of the payment month as specified in Subparagraph 8.6.5.c.
- d. Payment Adjustments

Within five (5) business days of discovery and verification of error, CONTRACTOR shall issue the supplemental payment and enter the payment adjustment into the GEARS Maintain Stage 1 Accruals (MSOA) screen directly, rather than into the electronic data transfer system.

e. Rejected Payment Entries

CONTRACTOR may re-enter payment data which has been rejected by the electronic data transfer system either by entering the payment data into the GEARS MSOA screen directly or re-entering the payment data into the electronic data transfer system. For manual re-entries of rejected payments using the GEARS MSOA screen, payment entry must be made before 5:00 p.m. on the last business day of the month since GEARS is shut down after 5:00 p.m. on the last day of the month.

f. GEARS Problem Reporting Log

1. CONTRACTOR shall immediately notify the GEARS Contractor in the event of any GEARS problems listed below:
  - Slow response time for inquiry and data entry and the resulting impact to production;
  - Down time at CONTRACTOR's site and the resulting impact on production; and
  - Printer(s) performance problems;
2. If the problem continues for more than thirty (30) minutes, CONTRACTOR shall also notify the DPSS Information Technology Division (ITD) via the Technical Support Center as specified in Paragraph 7.6.9 above.
3. CONTRACTOR shall log all problems reported, including responses from the GEARS Contractor and/or ITD using the GEARS Problem Log, Attachment A, Technical Exhibit A-5. CONTRACTOR shall submit the GEARS Problem Log to COUNTY as specified in Paragraph 8.8.1 below.

8.6.3 Provider Payment Request (PPR) Form

The PPR form shall be a standardized form for all of the S1CC Contractors, except for the space at the bottom of the form where CONTRACTOR's specific information may be included.

a. PPR Packet

CONTRACTOR shall send a PPR packet to each provider providing child care services, prior to the beginning of each month or the child care authorized period. The packet shall include the following:

1. The PPR form;
2. A self-addressed return envelope;
3. A COUNTY-approved information sheet that includes, at a minimum:
  - Instructions for completing the PPR;
  - Instructions directing the provider to return the PPR after the end of the month, unless the authorized period ends during the month;
  - A statement advising providers not to complete any portion of the PPR, prior to the actual delivery and conclusion of child care services.
4. CONTRACTOR's schedule for making payment to providers.

b. Receipt of PPR

CONTRACTOR shall process the PPR upon receipt as follows:

1. Review PPR for Completeness and Accuracy

Upon receipt of the PPR, CONTRACTOR shall date stamp the PPR and review the form for completeness and accuracy. The PPR shall be considered complete when the following information is contained on the PPR:

- The number of days and total hours child care was provided for each week in the report month;
- The amount the provider is invoicing;
- The signatures of the participant and provider; and
- For participants on a variable activity schedule, a Monthly Variable Schedule Calendar (ST1-21).

2. Return Incomplete or Improperly Completed PPRs

CONTRACTOR shall return incomplete or improperly completed PPRs to the provider along with a rejection notice within five (5) business days of receipt. The notice shall clearly explain the reason for rejection and request the provider to return the properly completed PPR.

3. Contact Provider to Clarify Discrepancies

CONTRACTOR shall contact the provider for clarification, if CONTRACTOR is uncertain about an entry made on the PPR. CONTRACTOR shall annotate in the case notes that a contact was made with the provider to clarify the discrepancy and the clarification received from the provider.

4. Handle Unavailability of Participant to Sign PPR

In instances when the participant has removed the child(ren) from the care of the provider and he/she is unavailable to sign the PPR, the provider may annotate on the PPR the reason for the participant's unavailability to sign the form. The GAIN CCC shall sign such PPR on behalf of the participant to satisfy the participant signature requirement and notify the GSW.

8.6.4 Provider Payment Amount

CONTRACTOR shall determine the provider's payment, including retroactive payments for retroactive child care authorized by COUNTY, as follows:

- a. Using the authorized payment rate schedule on the ST1-06 as the basis for determining the payment amount to the provider;
- b. Comparing the invoiced amount being claimed by the provider on the PPR to the authorized amount on the ST1-12 and ST1-06; and if applicable to the ST1-21;
- c. Paying the lesser amount if the invoiced amount is different than the authorized amount;
- d. Reducing any invoiced amounts that exceed the authorized amount for any part of the authorized period; and

- e. Disregarding any invoiced amounts for periods when care was not authorized.

#### 8.6.5 Authorization and Issuance of Provider Payment

- a. CONTRACTOR shall authorize and issue payment to providers by mail, for the month or a shorter authorized period, within ten (10) business days from the date that a complete PPR was received, with the following exception:

If a government agency or court has placed a garnishment on payments to a provider, CONTRACTOR shall have fourteen (14) calendar days to process and mail payment to the provider from the date a complete PPR is received, as appropriate.

- b. City of Norwalk and Pomona Unified School District (PUSD) shall authorize and issue payment to providers by mail, for the month or a shorter authorized period, within fifteen (15) business days from the date a complete PPR was received, with the following exception:

If a government agency or court has placed a garnishment on payments to a provider, City of Norwalk and PUSD shall have nineteen (19) calendar days to process and mail payment to the provider from the date a complete PPR is received, as appropriate.

- c. CONTRACTOR shall not make any payments during the last three (3) business days of a month. This three (3) day period of no payments allows for entry of all payment data for the payment month into GEARS by the last day of the month. CONTRACTOR shall authorize and issue any payments that would have been made during the last three (3) business days of the month, by the 2<sup>nd</sup> business day of the following month.

#### 8.6.6 Direct Deposit

If CONTRACTOR has the capability, CONTRACTOR may make payments by direct deposit to the provider's bank account as an alternative to mailing the payments to the provider. The provider shall be responsible for setting up the direct deposit with their financial institution for this purpose. Within ten (10) business days from the date a complete PPR was received, CONTRACTOR shall transmit payment for that PPR through direct deposit.

#### 8.6.7 Guidelines for Issuance of Provider Payments

- a. CONTRACTOR shall pay providers in arrears.
- b. CONTRACTOR shall ensure that all provider payments are made in compliance with California Code of Regulations sections governing payments under the Regional Market Rate system of child care payments; CDSS issued All-County Letters provided to CONTRACTOR by COUNTY; COUNTY written directives such as Administrative Directives; GAIN Policy on-line; and Provider Payment Rules provided by DPSS Child Care Program (CCP) Section or as otherwise instructed in writing by CCP Section staff.
- c. CONTRACTOR shall comply with federal IRS reporting requirements for payments made to independent Contractors.
- d. CONTRACTOR shall only authorize and issue payment for PPRs for child care services provided during current fiscal year and the immediate prior fiscal year.

#### 8.6.8 Issuance of Duplicate PPRs

Within two (2) business days of a provider's request for a duplicate PPR, CONTRACTOR shall either mail a duplicate PPR to the provider or give out the form in person, upon the mutual agreement that a provider will pick up the duplicate PPR at CONTRACTOR's office.

#### 8.6.9 Retention of PPRs for Audit Trail

CONTRACTOR shall maintain original PPRs that have been processed for payment, as an audit trail for five (5) years after the term of this Contract or for five (5) years following the last date of service or until all audits started are completed and settled, whichever is later as specified in Paragraph 8.9.3 below.

#### 8.6.10 Reported Changes Affecting Provider Payments

- a. Within four (4) business days of receiving notification from a participant or COUNTY of a change in circumstances, CONTRACTOR shall initiate action as follows:
  1. Evaluate the change to determine whether the payment to the provider will be affected.

2. Have the participant complete a new ST1-05, which must include the signatures of both the participant and provider, when the change will result in a change of the payment to the provider and the new rate is not already on the ST1-05 on file.
  3. Obtain any additional required information and/or documents needed to determine the new payment rate to the provider. CONTRACTOR shall not be required to re-evaluate the participant's eligibility (e.g. by requesting employment and/or training verifications, etc.) when there is no change in employment and/or training.
- b. Within four (4) business days from the date all required information and/or documents are received, CONTRACTOR shall determine the new payment rate for the provider and issue a Child Care Payment Change NOA (ST1-15) to the participant and an ST1-06 to the provider.
  - c. When it is determined that a change in circumstances results in a higher payment rate, the higher rate will go into effect as of the effective date of the change. The affected month's provider payment issuance amount will be adjusted accordingly and a supplemental check will be generated.
  - d. When it is determined that a change in circumstances result in a lower payment rate, the lower rate shall be effective ten (10) calendar days after the date of the mailing of the ST1-15 and ST1-06.
  - e. CONTRACTOR shall make clear and concise entries in the case notes regarding the actions taken to process the reported change and in determining the new payment rate for the provider.

#### 8.6.11 Non-Use of Child Care

CONTRACTOR shall conduct follow-up contacts whenever non-use of child care is identified. A follow-up contact shall be made to the participant, to determine if child care is still needed, on child care cases that have providers who were issued PPRs but who have not requested payment or if a provider notifies CONTRACTOR that the participant is not utilizing the child care services authorized.

- a. If the participant reports that less child care hours are needed, CONTRACTOR shall:

1. Reduce the authorized payment rate as specified in Subparagraph 8.6.10.d above.
  2. Update the GEARS MCED screen and document the details and specific reason why child care is being reduced in the case notes.
- b. If the participant reports that child care is no longer needed, CONTRACTOR shall:
1. Verify the last day child care was provided.
  2. Terminate child care services and issue a Termination of Child Care NOA (ST1-13) to the participant and a ST1-06 to the provider at least ten (10) calendar days prior to the termination date. The ST1-13 shall indicate that the termination is at the participant's request.
  3. Update GEARS and document in the case notes that the participant verbally notified CONTRACTOR that child care is no longer needed.
- c. If CONTRACTOR is unable to reach the participant or if the participant indicates a need to continue child care but the pattern of non-use continues for two (2) consecutive months, CONTRACTOR shall notify COUNTY and wait for COUNTY's response as follows:
1. If participant is receiving CalWORKs cash aid, CONTRACTOR shall notify the GAIN CCC via a CalWORKs S1CC Notification to County – Time Sensitive (ST1-07) notice (e-mailed or faxed to a secure location to safeguard personally identifying information), or via a Maintain Child Care Change (MCCC) GEARS alert.
  2. If participant is no longer receiving aid, CONTRACTOR shall notify the CCA.

In both situations above, CONTRACTOR shall not discontinue payment to the provider until CONTRACTOR receives instructions from COUNTY. If notified by COUNTY to terminate child care services, CONTRACTOR shall immediately issue a ST1-13 to the participant and a ST1-06 to the provider at least ten (10) calendar days prior to the termination date.

#### 8.6.12 Replacement Checks

CONTRACTOR shall process replacement checks after the first five (5) business days have elapsed, after the mailing of any provider payment check, as follows:

- a. Within four (4) business days of a request from a provider or participant for replacement of a lost/non-received/stolen check, CONTRACTOR shall initiate an affidavit process. The affidavit process shall include the following activities:
  1. Mail or give a cover letter and affidavit to the provider. The cover letter must include instructions on how to complete the affidavit.
  2. Upon receipt of the affidavit, review the completed affidavit for completeness, accuracy, and signature under penalty of perjury.
  3. Return an incomplete or inaccurate affidavit to the provider for correction.
  4. If the affidavit is complete and accurate, complete the CONTRACTOR section of the affidavit, approve and issue the replacement check.
  5. File the completed, signed affidavit form, any related documentation, and annotate the actions taken in the case notes.
- b. If CONTRACTOR can place a stop payment on the original lost/non-received/stolen check, and confirm that the original check has not already been paid by CONTRACTOR's bank, CONTRACTOR may eliminate steps 1 through 5 in part (a) of this Subsection (affidavit process) and initiate steps to issue a replacement check.
- c. CONTRACTOR may establish a reasonable timeframe, but within fifteen (15) business days, for issuing a replacement check based on CONTRACTOR's bank waiting periods and CONTRACTOR's processing time.
- d. In the event that both the original check and the replacement checks are cashed by the provider, CONTRACTOR shall attempt to obtain repayment of the duplicate payment from the provider.

- e. If CONTRACTOR is unable to obtain repayment of the overpayment from the provider, CONTRACTOR shall report this duplicate payment on the MMR that resulted in an overpayment.
- f. If COUNTY determines that CONTRACTOR has followed steps 1 through 5 in part (a) of this Subsection or part (b) of this Subsection and has attempted to recover the overpayment, COUNTY will reimburse CONTRACTOR for both payments. CONTRACTOR shall also make a suspected fraud referral as specified in Subsection 8.12 below.

### 8.6.13 Overpayments

#### a. Overpayment Determination

Within five (5) business days of CONTRACTOR's discovery that an overpayment occurred, CONTRACTOR shall take the appropriate actions outlined below.

1. CONTRACTOR shall determine if the cause of the overpayment was due to one of the following reasons:
  - Administratively-caused by COUNTY's error.
  - Participant-caused error;
  - Provider-caused error; or
  - Administratively-caused by CONTRACTOR's error.
2. CONTRACTOR shall take action to obtain the information and/or documents needed to determine if an overpayment occurred.
3. CONTRACTOR shall document any contacts with the participant and/or provider regarding the overpayment in the case notes, and file in the case folder all supporting documents, e.g., PPRs, overpayment computations, overpayment notices to the participant and provider, etc.

#### b. Participant-Caused Overpayment

CONTRACTOR shall request voluntary repayment of any overpayment caused by a participant's failure to report information or failure to report accurate information, in accordance with CDSS policies and procedures.

c. Provider-Caused Overpayment

CONTRACTOR shall request voluntary repayment of any overpayment caused by a provider's failure to report information or failure to report accurate information, in accordance with CDSS policies and procedures.

CONTRACTOR shall take immediate action to collect a provider-caused overpayment from a payment due to the provider and issue a notice to the provider of the intended adjustments from future payments to collect the overpayment.

- d. After CONTRACTOR determines that a participant-caused or provider-caused overpayment will not be voluntarily repaid, CONTRACTOR shall report to the CCA, on an attachment to the MMR for the month following discovery that the overpayment will not be repaid and that CONTRACTOR does not have the ability to deduct the overpayment from a future payment to the provider.

e. CONTRACTOR-Caused Overpayment

If CONTRACTOR erroneously or negligently caused an overpayment to a child care provider, CONTRACTOR shall handle such overpayment as follows:

1. If the overpayment is an amount that is not owed to the provider (underpayment), CONTRACTOR may collect the overpayment from the provider as specified in part (e) of this Subsection.
2. If the overpayment is an amount that is not owed to the provider (underpayment) and cannot be collected from the provider, it shall be counted as an "uncollected overpayment."
3. CONTRACTOR shall be allowed an uncollected overpayment error rate of two (2) percent of all overpayments for the fiscal year with no repayment obligation to COUNTY. CONTRACTOR shall be responsible to repay COUNTY for all uncollected overpayments which exceed the allowable error rate of two (2) percent. Overpayments described in part (b) and (c) of this Paragraph 8.6.13 should not be counted as overpayments for purposes of this Subparagraph 8.6.13.e.3.

4. CONTRACTOR shall notify the CCA of all collected or uncollected overpayments, identified by case, on each MMR. CONTRACTOR shall include the year-to-date amount of uncollected overpayments on the MMR.
5. Within sixty (60) calendar days of the end of each fiscal year, CONTRACTOR shall reimburse COUNTY for all uncollected overpayments which exceed the allowable error rate of two (2) percent per fiscal year.

#### 8.6.14 Underpayments

If CONTRACTOR erroneously caused an underpayment to a child care provider, CONTRACTOR shall issue a supplemental payment as specified in Subparagraph 8.6.2.d above.

### **8.7 MANAGEMENT AND ADMINISTRATIVE TASKS**

CONTRACTOR shall be responsible for providing managerial and administrative staff for the administration of S1CC. CONTRACTOR's Manager, or designee, shall be responsible for ensuring CONTRACTOR's staff comply as follows:

- 8.7.1 Provide S1CC services by performing the tasks outlined in this Contract and Attachment A, Statement of Work.
- 8.7.2 Adhere to the provisions in this Contract, and all current and future applicable federal, state, and local laws, rules and regulations, GAIN Policy on-line, and all administrative releases relating to S1CC as specified in Technical Exhibit A-9.
- 8.7.3 Utilize COUNTY-wide standardized procedures which have been approved by COUNTY, when applicable. These procedures shall include, but are not limited to, provider payment rules, inter-agency transfers, and public complaint procedures. CONTRACTOR shall work with other S1CC Contractors to develop draft standardized procedures for COUNTY consideration whenever CONTRACTOR identifies a value in such standardization.
- 8.7.4 Utilize COUNTY-wide standardized forms and notifications for participants and providers which have been approved by COUNTY, when applicable. CONTRACTOR shall work with other S1CC Contractors to develop draft common forms for COUNTY approval whenever CONTRACTOR identifies a value in COUNTY-wide standardization of a S1CC form or notification. Documents provided to a participant should be in the participant's preferred language as specified in Paragraph 7.4.2 above.

- 8.7.5 Prepare timely, adequate, and complete NOAs for participants, using COUNTY-provided NOAs in the participant's preferred language as specified in Paragraph 7.4.2 above.
- 8.7.6 Attend meetings as needed to review the progress and integrity of the S1CC program as well as to resolve any problem identified by either CONTRACTOR or COUNTY which may arise during the term of this Contract. COUNTY will notify CONTRACTOR of the need to attend such meetings with at least five (5) business days advance notice. CONTRACTOR may request meetings with COUNTY as needed with at least five (5) business days advance notice. The advance notice may be waived with the mutual consent of both CONTRACTOR and COUNTY.
- 8.7.7 Provide accurately reconciled invoices with all supporting back-up documentation as specified in this Contract, Section 5.0, Compensation.
- 8.7.8 Provide complete and accurate reports in a timely manner as specified in Subsection 8.8 below.
- 8.7.9 Cooperate fully in assisting COUNTY in its monitoring responsibilities. CONTRACTOR shall provide all S1CC cases requested by the COUNTY Contract Program Monitor and shall ensure that all appropriate paperwork is filed in the case folder. Failure to provide the requested S1CC case may, at a minimum, be deemed an "error" and may adversely affect CONTRACTOR's performance.
- 8.7.10 Comply with Civil Rights requirements described throughout this Contract and Attachment A, Statement of Work.
- 8.7.11 Cooperate with DPSS' Appeals and State Hearings (ASH) Section as specified in Subsection 8.11 below.
- 8.7.12 Adhere to COUNTY's welfare fraud reporting responsibilities and make fraud referrals as specified in Subsection 8.12 below.
- 8.7.13 Provide COUNTY certificates of insurance prior to commencing services under this Contract and each year thereafter upon expiration as specified in Section 8.0, Terms and Conditions, Subsections 8.37, Insurance General Requirements and 8.38, Insurance Coverage Requirements.

## **8.8 REPORTING TASKS**

As required by COUNTY, CONTRACTOR shall provide the following reports and/or data concerning its activities as they affect Contract duties and procedural plans describing CONTRACTOR's plan of action on handling various required tasks.

### **8.8.1 Monthly Management Report (MMR)**

- a. CONTRACTOR shall submit a MMR, Attachment A, Technical Exhibit A-6, to the CCA by the tenth (10<sup>th</sup>) calendar day of the month following the month of service. In the event that the tenth (10<sup>th</sup>) calendar day of the month falls on a weekend, or COUNTY recognized holiday, or COUNTY non-working day, the MMR shall be submitted by noon the following business day.
- b. The MMR shall be submitted separately from CONTRACTOR's Monthly Invoice and back-up documentation. The MMR and its attachments shall be sent in an envelope addressed directly to the CCA via postal service, or may be submitted to the CCA via e-mail or hand-delivered.
- c. The MMR shall include the following attachments:
  1. An updated current roster as specified in Subparagraph 7.2.3.a above.
  2. Verification of efforts made to fill vacancies, as appropriate.
  3. GEARS Problem Reporting Log, Attachment A, Technical Exhibit A-5, as specified in Subparagraph 8.6.2.e.3 above;
  4. Monthly Complaint Log, Attachment A, Technical Exhibit A-7, as specified in Subparagraph 8.10.2.b below.
  5. A monthly listing of State hearing decisions and Correction Memos (ASH 411s) processed as specified in Paragraph 8.11.5 below.
  6. A monthly listing of fraud referrals submitted each month as specified in Subparagraph 8.12.1.b below.

8.8.2 Child Care Monthly Reports: CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A)

- a. CONTRACTOR shall ensure that data required for COUNTY to compile and complete the CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A) child care monthly reports for submission to the California Department of Social Services, is updated to GEARS by the second (2<sup>nd</sup>) business day of the month following the report month.
- b. CONTRACTOR shall ensure that the S1CC data for Part A, items 8 - 10 of the reports, that is generated to COUNTY manually, reaches COUNTY by the tenth (10<sup>th</sup>) calendar day of the month following the report month. If the 10<sup>th</sup> calendar day is on a weekend or other non-business day, the S1CC data for Part A, items 8 - 10 shall be due the previous business day.

8.8.3 Monthly CalWORKs Reports

CONTRACTOR shall ensure that S1CC children, families, and expenditure data required for COUNTY's mandated report to the Los Angeles County Board of Supervisors, reaches COUNTY by the twenty-fifth (25<sup>th</sup>) calendar day of the month following the report month.

8.8.4 Ad Hoc Reports

CONTRACTOR shall provide requested child care data or other information on an ad hoc report that may be requested by the Department, Board of Supervisors, the State, or other government agencies or entities for budgetary or other purposes on an as-needed basis. CONTRACTOR shall provide the requested data to COUNTY within a mutually agreed upon timeline.

8.8.5 Data Fields for Data Mining System (DMS)

- a. Effective upon commencement of this Contract, CONTRACTOR shall capture and provide the following employment data from the ST1-20 for each employed S1CC participant at the time of approval and as cases are recertified. The following data shall be transferred onto GEARS by using the electronic data transfer system:
  - 1. Employer/Company Name
  - 2. Area Code and Phone Number
  - 3. Employer Address
  - 4. Date of Hire

- b. Starting July 1, 2012, or date of contract execution, whichever is later, CONTRACTOR shall provide data that reflects the quarter prior by the following due dates: October 15<sup>th</sup> (for July 1 - September 30), January 15<sup>th</sup> (for October 1 - December 31), April 15<sup>th</sup> (for January 1 -March 31), and July 15<sup>th</sup> (for April 1 - June 30).

#### 8.8.6 Expenditure Report for Unspent Funds

CONTRACTOR shall ensure that an Expenditure Report for unspent funds is submitted to COUNTY by the September 1<sup>st</sup> following the end of each FY, as specified in this Contract, Subsection 5.10, Unspent Funds.

### 8.9 RECORD KEEPING TASKS

- 8.9.1 CONTRACTOR shall maintain the ability to retrieve the physical S1CC case folder for each participant and provider served by CONTRACTOR.
- 8.9.2 CONTRACTOR shall be responsible to maintain ongoing, up-to-date monthly control records, which are subject to COUNTY monitoring review for tracking purposes, on such activities as, but not limited to: OCI usage, DPSS hotline complaints, welfare fraud referrals, and customer complaints, etc.
- 8.9.3 When S1CC services end and the case is closed, CONTRACTOR shall follow the procedures specified in this Contract, Subsection 8.57, Record Retention and Inspection, regarding records retention and storage and Subsection 8.60, Shredding of Documents, regarding the disposal of case records. CONTRACTOR shall not dispose of case records or any document containing a participant's information, in any manner outside of COUNTY policies, without DPSS approval.

### 8.10 HANDLING COMPLAINTS

#### 8.10.1 Hotline Complaints

- a. COUNTY refers all S1CC related complaints received by the Child Care Hotline to CONTRACTOR for resolution. Inquiry calls are not considered complaints and are not referred to CONTRACTOR for resolution.
- b. CONTRACTOR takes action to resolve the complaint received by the Child Care Hotline.

- c. When CONTRACTOR has resolved the complaint, CONTRACTOR annotates in the case notes the actions taken to resolve the complaint or the reason why resolution is pending and provides written notification to COUNTY of the resolution.
- d. COUNTY prepares a monthly listing of all S1CC related complaints received by the Child Care Hotline that were referred to CONTRACTOR for resolution.

#### 8.10.2 CONTRACTOR Received Complaints

- a. CONTRACTOR shall resolve all complaints related to S1CC received directly by CONTRACTOR about providers, the CalWORKs program, or CONTRACTOR.
- b. CONTRACTOR shall log all complaints received along with the resolution using the Monthly Complaint Log, Attachment A, Technical Exhibit A-7. CONTRACTOR shall submit the Monthly Complaint Log to COUNTY as specified in Paragraph 8.9.1 above.
- c. CONTRACTOR shall notify the Department of Children and Family Services or the Department of Community and Senior Services immediately or within one (1) business day from the receipt of complaints relating to abuse, neglect or exploitation of children or the elderly, as appropriate.

#### 8.10.3 Civil Rights Complaints

CONTRACTOR shall implement the following procedures for receiving and responding to civil rights complaints made by participants.

- a. CONTRACTOR shall provide and, if requested by a participant, assist with completing a Complaint of Discriminatory Treatment (PA 607) form in the participant's preferred language.
- b. CONTRACTOR shall maintain a Civil Rights complaints log.
- c. CONTRACTOR's Manager (CM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR, the CCA, and CRS.
- d. CM/CRLs must forward all PA 607s to the CCA within two (2) business days.
- e. CM/CRLs shall not attempt to investigate Civil Rights complaints made by participants. These investigations are handled by CRS.

- f. CONTRACTOR may obtain a supply of PA 607s from the CCA.
- g. Upon receipt of the completed PA 607, the CCA will immediately forward the PA 607 to CRS at the following address for investigation:

Department of Public Social Services  
Civil Rights Section  
12860 Crossroads Parkway South  
City of Industry, CA 91746  
Attention: Civil Rights Coordinator

## **8.11 APPEALS AND STATE HEARINGS**

CONTRACTOR shall:

- 8.11.1 Be well informed of current GAIN Policy on-line Section 1210, Appeals and State Hearings.
- 8.11.2 Participate in conciliation, grievance, State or other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff to any hearings listed above.
- 8.11.3 Provide records and documents to the DPSS Appeals and State Hearings (ASH) Section, necessary for review and resolution of the issues for which the participant has requested a State hearing, within two (2) business days of request.
- 8.11.4 Be responsive to ASH's requests and/or instructions by responding in a timely manner. When State hearing decisions are rendered by CDSS or a Correction Memo (ASH 411) is issued by ASH, adhere to the mandate in such documents and implement the required action immediately and/or by the due date.
- 8.11.5 Maintain a monthly listing of State hearing decisions processed including ASH 411s and include this data in the MMR.
- 8.11.6 Be notified by COUNTY of the following:
  - a. Any conciliation, grievance, State or other public hearings at least three (3) business days prior to such hearings.
  - b. Pending litigation on any case. Child care cases in litigation must be retained by CONTRACTOR for at least three (3) years after the case is settled by the courts or five (5) years after the term of this Contract or for five (5) years following the last date of service or until all audits are completed and settled, whichever is later.

- c. Instructions and timeline information, for implementing mandates of a State hearing decision or ASH 411, and reporting requirements to COUNTY.

## **8.12 WELFARE FRAUD PREVENTION AND INVESTIGATIONS**

### 8.12.1 Fraud Referrals

CONTRACTOR shall:

- a. Make fraud referrals to the DPSS Welfare Fraud Prevention and Investigations (WFP&I) Section pursuant to current GAIN Policy on-line Section 1210, Child Care Fraud, and any supplements or other issuances subsequently released.
- b. Make a fraud referral to WFP&I within three (3) business days, in instances when COUNTY requests that a referral be made. CONTRACTOR shall include a list of all fraud referrals submitted each month with the MMR.
- c. Take appropriate action to terminate child care cases/payments and make a fraud referral when the participant or child care provider admits to fraudulent activity that makes the case ineligible to S1CC.
- d. In all other suspected fraud situations, CONTRACTOR shall make a fraud referral, provide all records to COUNTY, and wait for the COUNTY's direction on appropriate action to take on the child care case.

### 8.12.2 Processing Requests for Case Information/Documents

CONTRACTOR shall adhere to policy and procedures outlined in Administrative Directive 4857, dated June 30, 2010.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

### **9.1 INTRODUCTION**

This Performance Requirement Summary (PRS) lists the minimum required services and performance measures that will be monitored by the COUNTY during the term of the Contract. It indicates the required services, the standards for performance, the monitoring methods and the potential liquidated damages for exceeding the Acceptable Quality Level (AQL). It also outlines the quality assurance and monitoring methods the COUNTY can use to measure the CONTRACTOR'S performance.

All listings of required services or standards used in this PRS are intended to be completely consistent with the terms and conditions of this Contract and are not meant in any case to create, extend, revise or expand any obligation of the CONTRACTOR beyond that defined in the terms and conditions of this Contract and Statement of Work (SOW). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of the Contract, the SOW and this PRS, the terms and conditions of the Contract and the SOW will prevail. If any required service or standard seems to be created in this PRS which is not clearly forthrightly set forth in the terms and conditions of the Contract or in the SOW, that apparent required service or standard will be null and void and place no requirement on the CONTRACTOR and will not be the basis of the assignment of any unsatisfactory performance.

Because the provision of child care services for DPSS participants is critical to the mission of DPSS, the COUNTY expects a high standard of performance by the CONTRACTOR. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by the CONTRACTOR before the AQL should occur. However, it is the CONTRACTOR'S responsibility to provide the services set forth in the SOW and summarized in this PRS and monitor them as described in Subsection 7.2, Start-Up Deliveries, Paragraph 7.2.1, Contractor's Quality Assurance Plan.

## **9.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

The PRS chart in Technical Exhibit A-1 displays the minimum services of the SOW that the COUNTY will monitor during the term of this contract. COUNTY will also monitor other contract provisions that are not outlined in the PRS chart.

In summary, the PRS chart outlines the following:

- 9.2.1 Required Service: The contract requirements and performance measures considered most critical to acceptable contract performance.
- 9.2.2 Standard Performance: The standard level of service the CONTRACTOR is to perform for each required service and performance measure.
- 9.2.3 Monitoring Methods: The monitoring methods the COUNTY will use to evaluate the CONTRACTOR'S performance in meeting the contract requirements.

9.2.4 Acceptable Quality Level (AQL): Maximum degree of deviation from the standard performance before the COUNTY can invoke liquidated damages.

9.2.5 Deduction for Exceeding AQL: The liquidated damages which can be deducted from the contract payment for unacceptable performance that exceeds the AQL as outlined in Subsection 9.8, Determination of Financial Assessments.

### **9.3 QUALITY ASSURANCE**

The COUNTY will monitor CONTRACTOR'S performance semi-annually using a COUNTY Quality Assurance Monitoring Plan (QAMP). The COUNTY may use a variety of monitoring methods to evaluate the CONTRACTOR'S performance. The methods of monitoring that may be used are (but are not limited to):

9.3.1 Random sampling in which COUNTY has the option to select a case sample size for monitoring the CONTRACTOR'S performance based on the number of child care transactions occurring over a six month period as outlined in Technical Exhibit A-3.

9.3.2 Random inspections of files, reports, and invoices submitted to COUNTY and those maintained by the CONTRACTOR.

9.3.3 On-site evaluations.

9.3.4 Interviews/surveys with participants and providers.

9.3.5 Review of complaints.

These examples of monitoring techniques are illustrations only and do not preclude use of other measurements (i.e., review for proper invoicing by CONTRACTOR).

### **9.4 MONITORING**

CONTRACTOR shall fully cooperate with COUNTY to complete monitoring. CONTRACTOR'S failure to provide case files and all appropriate documents at the time of monitoring may result in an error.

9.4.1 County's Notification to Contractor: COUNTY shall notify CONTRACTOR at the start of the monitoring period of the scheduled dates the County will conduct on-site monitoring.

9.4.2 County's Selection of Cases for Review: Within four (4) business days prior to on-site monitoring, COUNTY shall provide

CONTRACTOR a list of cases to be reviewed. The case sample size will be based on the sample size chart outlined in Technical Exhibit A-3, Random Sample Size Chart.

9.4.3 Contractor's Receipt List of Case for Review: Upon receipt of the list of cases to be reviewed, CONTRACTOR shall prepare and make available all of the case files by the date monitoring is to begin. The case files shall include but not be limited to the following:

- a. All case documents with documentation and up-to-date case notes;
- b. Notices of Action and Provider Notifications,
- c. GEARS screen print-outs, as specified in Subsection 5.5.1.d, and MSOAs for payments made on cases selected for a monitoring review.
- d. Copies of PPRs.

## **9.5 NOTICES OF AND RESPONSE TO COUNTY REVIEW FINDINGS**

Upon completion of the semi-annual reviews, CONTRACTOR and COUNTY shall take the following actions:

9.5.1 COUNTY shall provide CONTRACTOR a notice of the findings within ten (10) business days, to include Contract Discrepancy Reports [CDR] (Technical Exhibit A-2) when errors are found.

9.5.2 CONTRACTOR shall have ten (10) business days to respond to the findings, in writing, including any CDRs issued. The ten (10) business days will begin upon receipt of the findings by CONTRACTOR. The CDR will require the contractor to explain in writing the reasons for unacceptable performance and how performance will be returned to an acceptable level and how recurrence of the problem will be prevented.

9.5.3 COUNTY shall provide a follow-up report and respond to CONTRACTOR'S responses in writing within ten (10) business days. The written response shall indicate the acceptability or unacceptability of the response. In the case of unacceptability, the COUNTY shall provide CONTRACTOR with the reason the response is unacceptable.

9.5.4 CONTRACTOR shall have another ten (10) business to respond in writing to COUNTY's follow-up report.

- 9.5.5 COUNTY shall review the CONTRACTOR's response and issue a final written report.
- 9.5.6 CONTRACTOR shall provide a Corrective Action Plan (CAP) in ten (10) business days, as outlined in Subsection 9.8 below.
- 9.5.7 COUNTY shall have ten (10) business days to respond to CONTRACTOR'S CAP.
- 9.5.8 Between month nine and twelve of the contract, after the final report of finding for the first semi-annual review has been issued, COUNTY shall meet with the CONTRACTOR monthly beginning the first month after the month the final report of findings is issued, not to exceed the twelfth month of the contract, on a mutually agreed date and time to discuss the CAP required for performance errors exceeding the AQL and any other unsatisfactory performance.

## **9.6 CONTRACT DISCREPANCY REPORTS**

- 9.6.1 In addition to issuance of a CDR, Technical Exhibit A-2, after a semi-annual review per Subsection 9.5, COUNTY shall issue a CDR at any time during the contract term whenever it is discovered that CONTRACTOR has not adhered to a contract provision.
- 9.6.2 CONTRACTOR shall be required to respond within ten (10) business days to a CDR. CONTRACTOR shall return the CDR with a written explanation, on the CDR and using additional pages, if necessary, of the reasons for not meeting contract requirements and provide a CAP (Technical Exhibit A-10).
- 9.6.3 If CONTRACTOR's response is not acceptable to COUNTY, COUNTY shall have the option to provide CONTRACTOR another opportunity to respond, or terminate the contract.

## **9.7 REMEDY OF DEFECTS**

- 9.7.1 Regardless of findings of errors exceeding the AQL or other unsatisfactory performance, CONTRACTOR must, within a reasonable time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR'S services and, as deemed necessary by the CCA, perform such services again at an acceptable level.
- 9.7.2 When errors are detected, the CDR shall cite the reason for the error, indicate the violated contract section as referenced on the PRS, and indicate the timeframe for correcting the errors.

9.7.3 CONTRACTOR shall review the errors cited, provide proof of corrective measures taken and provide attached supporting documentation by the due date specified

## **9.8 CORRECTIVE ACTION PLAN (CAP)**

When CONTRACTOR's performance falls below the AQL listed in the PRS, CONTRACTOR shall provide COUNTY with Technical Exhibit A-10, a Corrective Action Plan (CAP) with the CDR, referenced in subsections 9.5 and 9.6 above.

The CAP shall include a description of what actions CONTRACTOR has taken, or will take, to meet contract requirement(s), how recurrence of the problem will be prevented, and proof of the corrective action taken (if corrective action was already completed). For any corrective action to be taken, CONTRACTOR shall provide a date as to when corrective action will be completed.

## **9.9 DETERMINATION OF FINANCIAL DEDUCTIONS**

- 9.9.1 When performance of a service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by COUNTY, CONTRACTOR shall be assessed a financial penalty for a monitoring period where the CONTRACTOR's errors have exceeded the AQL, except in instances when CONTRACTOR met the AQL during the previous monitoring period.
- 9.9.2 During the first six months of the contract term, CONTRACTOR shall be held harmless from financial assessments.
- 9.9.3 During the monitoring for the months of July 2013 through December 2013 where CONTRACTOR's errors have exceeded the AQL, CONTRACTOR shall be assessed at a rate of 0.1% of the semi-annual O/A paid to CONTRACTOR for O/A expenses for the period that is monitored, except in instances when CONTRACTOR met the AQL during the previous monitoring period.
- 9.9.4 During the monitoring of the remaining contract term, beginning January 1, 2014, CONTRACTOR shall be assessed a financial assessment at 0.2% of semi-annual O/A paid to CONTRACTOR for O/A expenses for the period that is monitored, except in instances when CONTRACTOR met the AQL during the previous monitoring period .

STAGE 1 CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENT SUMMARY CHART

Service Category	Required Service	Standard of Performance	Monitoring Methods	Acceptable Quality Level (AQL)	Action Required and Deductions for Exceeding AQL
1.	<p>Process Child Care Request</p> <p>Statement of Work, Subsection 8.4</p>	<p>Timeliness Standards: Contractor completes all tasks to approve S1CC services within thirty (30) calendar days from the child care request update date captured on the GEARS MCCR screen, unless an extension is granted per subparagraph 8.4.3.4.e or there is a County-caused delayed per paragraph 8.4.3.11 <b>AND</b> within four (4) business days of CONTRACTOR's receipt of a completed ST1-05 and verification of all required documents and provider is met, Contractor takes the appropriate action to approve child care services. The Child Care Approval NOA (ST1-12) to participant and CAIWORKS S1CC Provider Notification (ST1-06) to provider are completed timely. (Reference: Subparagraphs 8.4.3.10.b)</p> <p>Accuracy Standards: Contractor makes eligibility determinations to S1CC services accurately by obtaining the required participant and provider documents from the participant and/or provider during the initial determination process. The Child Care Approval NOA (ST1-12) to participant and CAIWORKS S1CC Provider and Notification (ST1-06) to provider are completed accurately. (Reference: Paragraphs 8.4.1 through 8.4.3)</p>	<p>Case Reviews</p>	<p>90% of all cases sampled for service categories 1 and 2, during months 1 through 18 of the contract term.</p> <p>95% of all cases sampled for categories 1 and 2, during the remaining months of the contract term beginning with month 19.</p>	<p><b>First Monitoring Period:</b> Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>Subsequent Monitoring Periods:</b> Level II: Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed. County will also deduct fiscal penalty from Contractor's invoice as follows:</p> <ul style="list-style-type: none"> <li>0.1% of semi-annual O/A paid to Contractor will be deducted from Contractor's invoice for exceeding AQL during months 7 through 18 of the contract term.</li> <li>0.2% of semi-annual O/A paid to Contractor will be deducted from Contractor's invoice for exceeding AQL beginning with month 19.</li> </ul>

STAGE 1 CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENT SUMMARY CHART

			<p>Timeliness Standards: Contractor* authorizes and issues payments to providers within ten (10) business days from the date the Contractor receives a complete and correct PPR. If payment is being garnished, Contractor authorizes and issues the provider payment within fourteen (14) calendar days from the date the Contractor receives a complete and correct PPR. *City of Norwalk and PUSD authorize and issue payments to providers within fifteen (15) business days from the date they receive a complete and correct PPR. If payment is being garnished, City of Norwalk and PUSD authorizes and issues the provider payment within nineteen (19) calendar days from the date a complete and correct PPR is received. (Reference: Subparagraph 8.6.5).</p> <p>Contractor enters the required provider payment data into the electronic data transfer system by 4:00 p.m. on the fourth (4<sup>th</sup>) business day after a check is printed. (Reference: Subparagraph 8.6.2.a).</p> <p>Accuracy Standards: Contractor pays provider accurately according to: California Code of Regulations governing payments under the RMR system of child care payments; CDSS issued ACLs provided to Contractor by County; County Administrative Directives; GAIN Policy on-line, Provider Payment Rules provided by DPSS Child Care Program (CCP) or as otherwise instructed by CCP staff.</p>	<p>Process Provider Payments Statement of Work, Subsection 8.6</p>	<p>1.</p>
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STAGE 1 CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENT SUMMARY CHART

			(Referenced in Paragraph 8.6.7).
2.	<p>Process Enhanced Referrals</p> <p>Statement of Work, Subsection 8.5</p>	<p>Timeliness Standards:</p> <p>Upon Contractor being alerted by the County or a participant of the following: 1) that the participant is in a WtW activity or employed or that a WtW activity or employment will begin within ten (10) calendar days; and 2) that the participant does not have a child care provider; and 3) that the participant needs referrals for licensed child care, Resource and Referral contractors provide participants with at least four (4) referrals for licensed child care, with confirmed available open space, which meet the need of a participant's child and family. The contractor provides the referral(s) within three (3) business days of the participant's or County's request. (Referenced in Subparagraph 8.4.3.3).</p>	<p>Case Reviews</p>
3.	<p>Process Transfer</p> <p>From Stage 1 Child Care to Stage 2 or Stage 3</p> <p>Statement of Work, Section 9.0</p>	<p>Performance Measure: Contractor transfers 100% of participants no longer eligible to Stage 1 Child Care to Stage 2 or Stage 3, as appropriate, consistent with CDE and CalWORKS rules and regulations.</p>	<p>Review of GEARS reports.</p>
	<p>Level I: Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>First Monitoring Period:</b></p> <p>100% of all cases sampled.</p>	<p>Level II: Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>Subsequent Monitoring Periods:</b></p>	<p>County will also disallow the per-case rate for each case with untimely referrals.</p>
	<p>Level I: Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>First Monitoring Period:</b></p> <p>100% of all cases sampled.</p>	<p>Level II: Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>Subsequent Monitoring Periods:</b></p>	<p>County will also deduct \$500 from the Contractor's O/A invoiced amount for</p>

STAGE 1 CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENT SUMMARY CHART

<p>not transferring 100% of participants no longer eligible to Stage 1 Child Care to Stage 2 or Stage 3 per review period.</p>					
<p><b>First Monitoring Period:</b> Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>Subsequent Monitoring Periods:</b> Level II: Contractor shall develop a formal corrective action plan for not providing Satisfactory or better services to providers 90% of the time per review period.</p>	<p>90%</p>	<p>Customer Satisfaction Surveys to participants and providers.</p>	<p><u>Performance Measure:</u> Contractor provides Satisfactory or better service to participants and providers 90% of the time, as shown by results to Customer Satisfaction Survey.</p>	<p>Customer Satisfaction Section 9.0 Statement of Work,</p>	<p>4.</p>
<p><b>First Monitoring Period:</b> Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p><b>Subsequent Monitoring Periods:</b> Level II: Contractor shall develop a formal corrective action plan and meet with the County monthly to discuss progress, as needed.</p> <p>County will also deduct \$500 per occurrence from the Contractor's O/A invoiced amount when office hours are not maintained in compliance with the contract.</p>	<p>100%</p>	<p>Site visits and complaints.</p>	<p><u>Administrative Standard:</u> Contractor maintains office hours as outlined in subsections 5.1 through 5.7.</p>	<p>Hours of Operations Statement of Work, Section 5.0</p>	<p>5.</p>

**CONTRACT DISCREPANCY REPORT (SAMPLE)**

**TO:** \_\_\_\_\_ **Agency**      **Review Period:** \_\_\_\_\_

**FROM:** \_\_\_\_\_, **DPSS**      **Date of Review:** \_\_\_\_\_

**DISCREPANCY PROBLEM:**

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**Signature of CCA:** \_\_\_\_\_ **Report Date:** \_\_\_/\_\_\_/\_\_\_ **To Return By:** \_\_\_/\_\_\_/\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

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**Signature of CONTRACTOR's Manager:** \_\_\_\_\_ **Response Date:** \_\_\_/\_\_\_/\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):**

If not acceptable, reason:

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**Signature of CCA:** \_\_\_\_\_ **Review Date:** \_\_\_/\_\_\_/\_\_\_ **To Return By:** \_\_\_/\_\_\_/\_\_\_

**CONTRACTOR FOLLOW-UP ACTION:**

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**Signature of CONTRACTOR's Manager:** \_\_\_\_\_ **Response Date:** \_\_\_/\_\_\_/\_\_\_

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

**SAMPLE SIZE CHART FOR RANDOM SAMPLING**

	<b>Small Agency</b>	<b>Medium Agency</b>	<b>Large Agency</b>
<b>Margin of Error</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>Confidence Level</b>	<b>95</b>	<b>95</b>	<b>95</b>
<b>Number of cases with a child care transaction over six months</b>	<b>249 or less</b>	<b>250-999</b>	<b>1,000 or more</b>
<b>Compliance with monitoring standards and sample size in parentheses</b>	<b>90% compliance (Sample Size =90)</b>  <b>95% compliance (Sample Size =57)</b>	<b>90% compliance (Sample Size =114)</b>  <b>95% compliance (Sample Size =66)</b>	<b>90% compliance (Sample Size =122)</b>  <b>95% compliance (Sample Size =69)</b>

**STAGE 1 CHILD CARE CONTRACT**

**ALLOCATED CO-LOCATED STAFF**

**AND**

**CO-LOCATED AND SWIFT COMMUNICATION STAFF  
WORK HOURS AND LOCATIONS**

**AND**

**LANGUAGE AVAILABILITY CHARTS**

<b>ALLOCATED CO-LOCATED STAFF</b>			
<b>Agency</b>	<b>Staff</b>	<b>Agency</b>	<b>Staff</b>
Norwalk	0	IILA	0
Connections	0	MAOF	*3
CCRC	*7	Options	*3
Crystal Stairs	**13	Pathways	0
Drew	0	PUSD	2

\* Includes 1 Floater Staff, as specified in subparagraph 8.3.1.b.

\*\* Includes 2 Floater Staff.

**STAGE 1 CHILD CARE CONTRACT**

**CO-LOCATED DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY SERVICING AGENCY/STAFF</b>		<b>BILINGUAL REQUIREMENTS</b>	<b>DAYS</b>	<b>HOURS*</b>
#17 Florence 1740 E. Gage Avenue Los Angeles 90001	Crystal Stairs	1	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
#34 Lancaster 349-B E. Avenue K-6 Lancaster 93535  GAIN REGION II - Antelope Valley Sub-Office 349 C East Ave., K-6 Lancaster 93535	CCRC	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION I 5200 W. Century Blvd. Los Angeles 90045	Crystal Stairs	2	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
GAIN REGION II 21415 Plummer Street Chatsworth 91311	CCRC	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
#82 West Valley 21415 Plummer Street Chatsworth, 91311					
GAIN REGION II Palmdale Sub-Office 1050 E. Palmdale Blvd. Palmdale 93350	CCRC	2	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.

**STAGE 1 CHILD CARE CONTRACT**

**CO-LOCATED DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY SERVICING AGENCY/STAFF</b>		<b>BILINGUAL REQUIREMENTS</b>	<b>DAYS</b>	<b>HOURS*</b>
GAIN REGION III 3216 N. Rosemead Blvd. El Monte 91731	Options	2	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION III Pomona Sub-Office 2255 N. Garey Avenue Pomona 91767	Pomona	2	English/Spanish	M-F	8:00 a.m.- 5:00 p.m.
GAIN REGION IV Exposition Park 3965 S. Vermont Avenue Los Angeles 90037	Crystal Stairs	3	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION V 2959 Victoria Street Rancho Dominguez 90221	Crystal Stairs	5	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI 5460 Bandini Blvd. Bell 90201	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI Belvedere Sub-Office 5445 E. Whittier Blvd. Los Angeles 90022	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VII 3307 N. Glenoaks Blvd. Burbank 91504	CCRC	2	English/Armenian	M-F	8:00 a.m. - 5:00 p.m.

\*Assigned hours may vary as directed by DPSS Office Head.

**STAGE 1 CHILD CARE CONTRACT**

**WEEKLY VISITS - DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY VISITING AGENCY</b>
#02 Glendale 4680 San Fernando Road Glendale 91204	CCRC
#03 Pasadena 955 N. Lake Avenue Pasadena 91104	Options
#04 El Monte 3350 Aerojet Avenue El Monte 91731	Options
#06 Cudahy 8130 S. Atlantic Avenue Cudahy 90201	MAOF
West Los Angeles #09 11390 W. Olympic blvd. Los Angeles 90064	Crystal Stairs
#11 East Valley 14545 Lanark Street Panorama City 91402	CCRC
#12 Exposition Park 3833 S. Vermont Avenue Los Angeles 90037	Crystal Stairs
#13 Metro Family 2615 S. Grand Avenue Los Angeles 90007	Crystal Stairs
#15 Metro East 2855 E. Olympic Boulevard Los Angeles 90023	MAOF

**STAGE 1 CHILD CARE CONTRACT**

**WEEKLY VISITS - DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY VISITING AGENCY</b>
#20 San Gabriel 3352 Aerojet Avenue El Monte 91731	Options
#26 Compton 211 E. Alondra Boulevard Compton 90220	Crystal Stairs
#27 South Central 10728 S. Central Avenue Los Angeles 90059	Crystal Stairs
#31 South Family 17600 "A" S. Santa Fe Avenue Rancho Dominguez 90221	Crystal Stairs
#36 Pomona 2040 W. Holt Avenue Pomona 91768	Pomona USD
#38 Metro North 2601 W. Wilshire Boulevard Los Angeles 90057	MAOF
#40 Norwalk 12727 Norwalk Boulevard Norwalk 90650	Crystal Stairs
#51 Santa Clarita 27233 Camp Plenty Road Canyon Country 91351	CCRC
#62 Paramount 2961 East Victoria Rancho Dominguez 90221	Crystal Stairs
#66 Lincoln Heights 4077 N. Mission Road Los Angeles 90032	MAOF
#83 Southwest Family 8300 S. Vermont Avenue Los Angeles 90044	Crystal Stairs

**STAGE 1 CHILD CARE CONTRACT**

**CO-LOCATED STAFF  
WEEKLY MONDAY VISITS – ORIENTATION JOB CLUB**

<b>OJC SITE</b>	<b>SERVICING AGENCY</b>	<b>LANGUAGE REQUIREMENTS AND SCHEDULES *</b>
<b>West County GAIN Office (Airport) Region I</b> 5200 West Century Boulevard Los Angeles 90045	Crystal Stairs	English – every week Spanish – every other week  All Non-English, Non-Spanish – Every two months
<b>Chatsworth GAIN Office Region II</b> 21415 Plummer Street Chatsworth 91311	CCRC	English – every week Spanish – every other week
<b>Lancaster LACOE Job Club Site Region II</b> 1817 West Avenue K, Suite #309 Lancaster 93534	CCRC	English – every other week
<b>Palmdale GAIN Sub-Office Region II</b> 1050 East Palmdale Boulevard, Suite 207B Palmdale 93550	CCRC	English – every other week  Spanish – every other week
<b>Santa Clarita LACOE Job Club Site Region II</b> 20730 Soledad Street Santa Clarita 91351	CCRC	English – every three weeks
<b>EI Monte LACOE Job Club Site Region III</b> 10656 Valley Boulevard El Monte 91731	Options	English – every other week Spanish – every other week  All Non-English, Non-Spanish – Every two months

**STAGE 1 CHILD CARE CONTRACT**

**CO-LOCATED STAFF  
WEEKLY MONDAY VISITS – ORIENTATION JOB CLUB**

<b>OJC SITE</b>	<b>SERVICING AGENCY</b>	<b>LANGUAGE REQUIREMENTS AND SCHEDULES *</b>
<p><b>Pomona LACOE Job Club Site Region III</b> 2249 North Garey Avenue Pomona 92767</p>	<p>PUSD</p>	<p>English – every week Spanish – every other week</p>
<p><b>San Gabriel Valley GAIN Office Region III</b> 3216 Rosemead Boulevard El Monte 91731</p>	<p>Options</p>	<p>English – every other week</p>
<p><b>Downtown LACOE Job Club Site Region IV</b> 1625 West Olympic Boulevard, Suite 900 Los Angeles 90015</p>	<p>Crystal Stairs</p>	<p>English – every week Spanish – every other week  All Non-English, Non-Spanish – Every two months</p>
<p><b>Carson LACOE Job Club Site Region V</b> 1299 E. Artesia Boulevard, Ste.130 Carson 90746</p>	<p>Crystal Stairs</p>	<p>English – every week Spanish – every other week  All Non-English, Non-Spanish – Every two months</p>
<p><b>Downey LACOE Job Club Site Region VI</b> 9525 Imperial Highway Downey 90242</p>	<p>MAOF</p>	<p>English – every week Spanish – every other week  All Non-English, Non-Spanish – Every two months</p>

**STAGE 1 CHILD CARE CONTRACT**

**CO-LOCATED STAFF  
WEEKLY MONDAY VISITS – ORIENTATION JOB CLUB**

<b>OJC SITE</b>	<b>SERVICING AGENCY</b>	<b>LANGUAGE REQUIREMENTS AND SCHEDULES *</b>
<p><b>East Los Angeles LACOE Job Club Site Region VI</b></p> <p>5400 Olympic Boulevard, Suite 245 Los Angeles 90022</p>	<p>MAOF</p>	<p>English – every week Spanish – every other week</p>
<p><b>Burbank/North Hollywood GAIN Office Region VII</b></p> <p>6736 Laurel Canyon Boulevard, Suite 300 North Hollywood 91606</p>	<p>CCRC</p>	<p>English – every week Spanish – every other week</p> <p>REP – every week</p> <p>All Non-English, Non-Spanish – Every two months</p>

\* Schedules are subject to change.

**STAGE 1 CHILD CARE CONTRACT**

**REFUGEE SERVICES PROVIDERS FOR REP PROGRAM  
FOR SWIFT COMMUNICATION**

<b>REFUGEE EMPLOYMENT PROGRAM CONTRACTORS</b>	<b>PRIMARY VISITING AGENCY</b>
Armenian Evangelical Social Services Center (AESSC) 5250 Santa Monica Boulevard, Ste. 204 Los Angeles 90029	Crystal Stairs
Armenian Relief Society (ARS) 517 West Glenoaks Boulevard Glendale 91202	CCRC
Community Enhanced Services 1335 North La Brea Avenue, Suite 3 Los Angeles 90028	Pathways
Economic & Employment Development Center (EEDC) 2200 West Valley Boulevard, Suite A Alhambra 91803	Options
Jewish Vocational Services (JVS) 6505 Wilshire Boulevard, Suite 200 Los Angeles 90048	Crystal Stairs
Los Angeles Unified School District (LAUSD) 1646 South Olive Street, Suites 221 & 213 Los Angeles 90015	Crystal Stairs
Los Angeles Unified School District (LAUSD) 6200 Winnetka Avenue, Room 43 Woodland Hills 91367	CCRC

Refugee Service Providers are subject to change.

**STAGE 1 CHILD CARE CONTRACT**

**CONTRACTOR MAIN OFFICE LANGUAGE AVAILABILITY:**

Each CONTRACTOR shall maintain the following language capabilities at its main office for this Contract, including telephone access, as specified below. English and Spanish availability is required during all public access hours, as specified in the Statement of Work Paragraphs 5.1 and 5.2. Other language capabilities listed below are required from 8:00 a.m. to 5:00 p.m., Monday through Friday. See Subsection 7.4 for additional requirements for services to Non-English/Limited English speaking participants.

**CCRC**

- English
- Spanish
- Armenian

**Pathways**

- English
- Spanish
- Korean
- Armenian

**MAOF**

- English
- Spanish

**Connections**

- English
- Spanish

**Crystal Stairs**

- English
- Spanish
- Cambodian

**Options**

- English
- Spanish
- Vietnamese
- Cantonese
- Mandarin

**City of Norwalk**

- English
- Spanish

**Pomona USD**

- English
- Spanish

**Drew CDC**

- English
- Spanish

**International Institute of Los Angeles**

- English
- Spanish

**STAGE 1 CHILD CARE CONTRACT**

**GEARS PROBLEM LOG**

REPORTING AGENCY: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

1. GEARS PROBLEM:

- Check one:
- 1. GEARS system down: \_\_\_\_\_
  - 2. Printer performance: \_\_\_\_\_
  - 3. Slow response time: \_\_\_\_\_

DATE OF PROBLEM	TIME DOWN AM/PM	TIME UP AM/PM	TOTAL DOWN TIME HOURS/MINUTES	REPORTED TO ESD (YES/NO)

2. DESCRIPTION OF PROBLEM AND IMPACT ON OPERATION

STAFF PERSON COMPLETING REPORT: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: CONTRACTOR to attach a copy of this log to the Monthly Management Report.

**STAGE 1 CHILD CARE CONTRACT  
MONTHLY MANAGEMENT REPORT**

Agency Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Date: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_

**I. NUMBER OF CASES/CHILDREN**

**Number of Eligible Children by Age Not Receiving Services**

Age Groups	Under 1	1	2	3-4	5-10	11-12	13-18	TOTAL
-- No Provider								
-- Non-Traditional Work Hrs.								
-- No Funding Available								
-- No Transportation								
-- Other								

**Additional Reporting**

**A. CASES:**

1. \_\_\_\_\_ Number of  
Cases with New Approvals: \_\_\_\_\_
2. Number of Cases Transferred to Stage 2 Child Care: \_\_\_\_\_
3. Number of Cases Receiving Stage 1 In-Home Care  
Services Because Waiver Requirement Was Met That Are Off-Aid<sup>(a)</sup>: \_\_\_\_\_
4. Number of Cases Terminated: \_\_\_\_\_

**B. CHILDREN:**

1. Number of Children with new Approvals: \_\_\_\_\_
2. Number of Children Transferred to Stage 2 Child Care: \_\_\_\_\_
3. Number of Children Receiving Stage 1 In-Home Care  
Services Because Waiver Requirement Was Met That Are Off-Aid<sup>(a)</sup>: \_\_\_\_\_
4. Number of Children Terminated: \_\_\_\_\_

<sup>(a)</sup> For questions A.3. and B.3., provide the total count at the end of the Report Month.

**STAGE 1 CHILD CARE CONTRACT  
MONTHLY MANAGEMENT REPORT**

**II. OVERPAYMENTS**

**Overpayment Percentage of  
Direct Provider Payments<sup>(a)</sup>**

**A. Current Report Month<sup>(b)</sup>**

- |                                                  |       |          |         |
|--------------------------------------------------|-------|----------|---------|
| 1. Number of Participant<br>Caused Overpayments: | _____ | \$ _____ | _____ % |
| 2. Number of Provider<br>Caused Overpayments:    | _____ | \$ _____ | _____ % |
| 3. Number of Contractor<br>Caused Overpayments:  | _____ | \$ _____ | _____ % |
| 4. Number of County<br>Caused Overpayments:      | _____ | \$ _____ | _____ % |
| 5. Total number of overpayments                  |       |          | _____   |

**B. Year-To-Date<sup>(c)</sup>**

**Fiscal Year:** \_\_\_\_\_

- |                                                  |       |          |         |
|--------------------------------------------------|-------|----------|---------|
| 1. Number of Participant<br>Caused Overpayments: | _____ | \$ _____ | _____ % |
| 2. Number of Provider<br>Caused Overpayments:    | _____ | \$ _____ | _____ % |
| 3. Number of Contractor<br>Caused Overpayments:  | _____ | \$ _____ | _____ % |
| 4. Number of County<br>Caused Overpayments:      | _____ | \$ _____ | _____ % |

**Footnotes:**

<sup>(a)</sup> To determine percentage of overpayments, divide total dollar amount of overpayments by the total direct provider payments actually paid in the month.

<sup>(b)</sup> Current Report Month: Enter overpayments determined this report month.

<sup>(c)</sup> Year-to-Date: Includes Current Report Month information plus cumulative overpayment information discovered from the beginning of the current fiscal year.

Case Name	Case Number	Overpayment Month(s)	Overpayment Amount	Amount Repaid	Overpayment Balance	Who Caused Overpayment <sup>(d)</sup>

<sup>(d)</sup> To answer Who Caused the Overpayment, respond with: Participant, Provider, Contractor or County and if more than one cause, respond with as many as apply.

Use separate page(s), as needed, for additional cases/overpayments.

For each overpayment, indicate on a separate page:

- 1) What has been done to recoup the overpayment, and
- 2) What was the result.

**STAGE 1 CHILD CARE CONTRACT  
MONTHLY MANAGEMENT REPORT**

**III. FULL-TIME EQUIVALENT STAFFING REPORT**

- A. Total current full-time equivalent positions assigned to this Contract: \_\_\_\_\_
- B. Current full-time equivalent employees assigned to this Contract: \_\_\_\_\_
- C. Current full-time equivalent positions temporarily vacant for which new staff are being recruited<sup>(a)</sup>: \_\_\_\_\_
- D. Number of Contractor employees paid by Contract funds: \_\_\_\_\_

**IV. FAMILY FEES FOR FORMER CaWORKs PARTICIPANTS WITH AN APPROVED WAIVER ON FILE**

**A. Collection Option**

Indicate your current Family Fee collection option (Check 1. or 2.)

- 1. Contractor collects Family Fee from Participant (Contract Option A) \_\_\_\_\_
- 2. Participant pays Family Fee directly to the Provider (Contract Option B) \_\_\_\_\_

**B. Current Report Month** (Both Option A & B are to report the following<sup>(b)</sup>)

- 1. Number of all cases assessed a Family Fee: \_\_\_\_\_
- 2. Number of cases assessed a Retroactive<sup>(c)</sup> Family Fee: \_\_\_\_\_
- 3. Amount of all Family Fees assessed: \_\_\_\_\_
- 4. Number of cases where Family Fee was collected: \_\_\_\_\_
- 5. Amount of all Family Fees collected: \_\_\_\_\_

<sup>(a)</sup> Attach to the MMR verification of efforts made to fill vacancies. Also list names of the former employees who filled those vacant positions, and the vacant position.

<sup>(b)</sup> If #2 (Contract Option B) in Section A was selected, enter zero in #4 and #5 in Section B.

<sup>(c)</sup> A retroactive Family Fee is one that is assessed for a period of up to 30 days prior to the child care request date (consistent with the retroactive Stage 1 Child Care payment policy).

**STAGE 1 CHILD CARE CONTRACT  
MONTHLY MANAGEMENT REPORT**

**C. Option B, only Reporting – Gross & Net DPP**

1. Gross DPP (**before** deducting Family Fees) \$ \_\_\_\_\_
2. Net DPP (**after** deducting Family Fees) \$ \_\_\_\_\_

**V. CONTRACTOR ROSTER<sup>(a)</sup>**

**VI. GEARS PROBLEM REPORTING LOG<sup>(b)</sup>**

**VII. MONTHLY COMPLAINT LOG<sup>(c)</sup>**

**VIII. APPEALS AND STATE HEARINGS (ASH)**

Total number of state hearing decisions processed in report month<sup>(d)</sup> \_\_\_\_\_

Total number of Correction Memos (ASH 411s) processed in report month<sup>(d)</sup> \_\_\_\_\_

**IX. FRAUD REFERRALS**

Total number of Fraud Referrals submitted to WFP&I in report month<sup>(e)</sup> \_\_\_\_\_

**X. OUTREACH ACTIVITIES**

**A.** Types of outreach activities:

**B.** Total cost for outreach activities: \_\_\_\_\_

PERSON COMPLETING REPORT: \_\_\_\_\_ Date \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_ Date \_\_\_\_\_

<sup>(a)</sup> Attach to the MMR an updated roster of all staff assigned to S1CC.

<sup>(b)</sup> Attach to the MMR the GEARS Problem Reporting Log.

<sup>(c)</sup> Attach to the MMR the Monthly Complaint Log.

<sup>(d)</sup> Attach to the MMR a listing of all State hearing decisions and ASH 411s processed. For each State hearing decision and ASH 411 provide the case name, case number, and date of compliance.

<sup>(e)</sup> Attach to the MMR a listing of all fraud referrals submitted. For each fraud referral provide the case name, case number, and date of referral.

**STAGE 1 CHILD CARE CONTRACT**

**MONTHLY COMPLAINT LOG**

REPORTING AGENCY: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_ STAFF PERSON COMPLETING REPORT: \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Date	Time Of Call	Complainant's Name	Provider I.D. No.	Preferred Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							
	p.m.							
	a.m.							

NOTE: CONTRACTOR to attach a copy of this log to the Monthly Management Report.

**CalWORKs CHILD CARE  
ZIP CODE LIST OF AREAS SERVED BY  
ALTERNATIVE PAYMENT PROGRAM AGENCIES**

**1. CHILD CARE RESOURCE CENTER**

20001 Prairie Street  
Chatsworth, CA 91311

SERVICES AREA BY ZIP CODES

91020, 91040, 91402, 91046, 91200, 91201, 91202, 91203, 91204, 91205,  
91206, 91207, 91208, 91209, 91210, 91214, 91301, 91302, 91303, 91304,  
91305, 91306, 91307, 91308, 91309, 91310, 91311, 91313, 91316, 91321,  
91322, 91323, 91324, 91325, 91326, 91328, 91330, 91331, 91333, 91335,  
91340, 91341, 91342, 91343, 91344, 91345, 91346, 91350, 91351, 91352,  
91353, 91354, 91355, 91356, 91360, 91361, 91362, 91364, 91365, 91367,  
91371, 91376, 91380, 91381, 91383, 91384, 91385, 91386, 91401, 91402,  
91403, 91404, 91405, 91406, 91407, 91408, 91409, 91410, 91411, 91412,  
91413, 91416, 91423, 91436, 91501, 91502, 91503, 91504, 91505, 91506,  
91507, 91510, 91523, 91601, 91602, 91603, 91604, 91605, 91606, 91607,  
91608, 91609, 91615, 91616, 93243, 93510, 93532, 93534, 93535, 93536,  
93539, 93543, 93544, 93550, 93551.

**2. CONNECTIONS FOR CHILDREN**

2701 Ocean Park Blvd., Suite 253  
Santa Monica, CA 90405

SERVICE AREA BY ZIP CODES

90024, 90025, 90034, 90035, 90045, 90049, 90064, 90066, 90067, 90077,  
90230, 90231, 90245, 90254, 90265, 90266, 90272, 90274, 90277, 90278,  
90290, 90291, 90292, 90293, 90401, 90402, 90403, 90404, 90405, 90406,  
90501, 90502, 90503, 90504, 90505, 90506, 90507, 90508, 90509, 90510,  
90710, 90717

**3. CRYSTAL STAIRS, INC.**

5110 West Goldleaf Circle, Suite 150  
Los Angeles, CA 90056

SERVICE AREA BY ZIP CODES

90007, 90008, 90009, 90015, 90016, 90018, 90037, 90043, 90044, 90047,  
90056, 90058, 90062, 90220, 90221, 90222, 90247, 90248, 90249, 90250,  
90260, 90261, 90301, 90302, 90303, 90304, 90305, 90701, 90704, 90706,  
90707, 90712, 90713, 90715, 90716, 90731, 90732, 90744, 90745, 90746,  
90747, 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90810, 90813,  
90814, 90815, 90822, 90840, 90846.

**4. DREW CHILD DEVELOPMENT, INC.**

1770 East 118<sup>th</sup> Street  
Los Angeles, CA 90059

SERVICE AREA BY ZIP CODES

90001, 90002, 90003, 90011, 90059, 90061, 90262

**5. INTERNATIONAL INSTITUTE OF LOS ANGELES**

3845 Selig Place  
Los Angeles, CA 90031

SERVICE AREA BY ZIP CODES

90031, 90033, 91755.

**6. MEXICAN AMERICAN OPPORTUNITY FOUNDATION**

401 North Garfield Avenue  
Montebello, CA 90640

SERVICE AREA BY ZIP CODES

90022, 90023, 90032, 90040, 90063, 90201, 90239, 90240, 90241, 90242,  
90255, 90270, 90280, 90640, 90660, 90670, 90723, 91754.

**7. CITY OF NORWALK**

11929 Alondra Boulevard  
Norwalk, CA 90650

SERVICE AREA BY ZIP CODES

90650, 90651

**8. OPTIONS**

13100 Brooks Drive, Suite 200  
Baldwin Park, CA 91706

SERVICE AREA BY ZIP CODES

90601, 90602, 90603, 90604, 90605, 90606, 90607, 90608, 90631, 90638,  
90639, 91001, 91006, 91007, 91010, 91011, 91016, 91024, 91030, 91101,  
91103, 91104, 91105, 91106, 91107, 91108, 91124, 91125, 91126, 91702,  
91706, 91731, 91732, 91733, 91770, 91775, 91776, 91780, 91801, 91803.

**9. PATHWAYS**

3550 West 6<sup>th</sup> Street, Suite 500  
Los Angeles, CA 90020

SERVICE AREA BY ZIP CODES

90004, 90005, 90006, 90010, 90012, 90013, 90014, 90017, 90019, 90020,  
90021, 90026, 90027, 90028, 90029, 90036, 90038, 90039, 90041, 90042,  
90046, 90048, 90057, 90065, 90068, 90069, 90071, 90210, 90211, 90212.

**10. POMONA UNIFIED SCHOOL DISTRICT**

1460 East Holt Blvd., Suite 130A  
Pomona, CA 91767

SERVICE AREA BY ZIP CODES

91711, 91722, 91723, 91724, 91740, 91744, 91745, 91746, 91747, 91748,  
91749, 91750, 91765, 91766, 91767, 91768, 91733, 91789, 91790, 91791,  
91792, 91793

**COMPLIANCE WITH LAWS, RULES, ORDINANCES AND DIRECTIVES**

Applicable federal, State and local laws, rules, regulations, ordinances and directives and all provisions required, but not limited to:

<b>Laws, Rules, Ordinances</b>	<b>Issue Date</b>	<b>Title</b>
All-County Letter No. 97-73	10/29/97	CalWORKs Implementation - Child Care
All-County Letter No. 98-08	2/18/98	Child Care Providers Exempt from Health & Safety Self-Certification Requirements and Trustline Exemptions
CDSS Regulations, Division 22, Chapter 22-000 (in entirety)		State Hearing - General
All-County Information Notice I-86-80	08/15/80	Addresses on Notice of Actions Backs
All-County Letter No. 84-01	01/03/84	<u>King v. McMahon</u>
All-County Information Notice I-139-79	12/12/79	Change in Time Period for Appeal Affecting Forms and Publications
All-County Information Notice I-47-77	05/31/77	Translated Fair Hearing Decisions
All-County Letter No. 74-114	06/24/74	Implementation of Fair Hearing Decision Where Hearing Requested By County
CDSS Regulations, Division 10, Section 10-116		Notice of Action
CDSS Regulations, Division 22, Section 22-072		Notice of Action Timeliness Guidelines
All-County Letter No. 98-46	07/01/98	Publication of CalWORKs Child Care Regulations
All-County Letter No. 99-63	09/07/99	Changes to the CalWORKs Child Care Regulations
Social Security Act		
State Energy and Efficiency Plan (Title 24, California Administrative Code		

**COMPLIANCE WITH LAWS, RULES, ORDINANCES AND DIRECTIVES**

<b>Laws, Rules, Ordinances</b>	<b>Issue Date</b>	<b>Title</b>
Clean Air Act (Section 306, 42 USC 1857 (h))		
Clean Water Act (Section 508, 33 USC 1368)		
Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)		
All current applicable Health & Safety and Trustline All-County Letters and All-County Information Notices released by CDSS	various	various
California Welfare and Institutions Code		
California Department of Social Services (CDSS) Manual of Policies and Procedures	various	various
GAIN Policy on-line		
DPSS Administrative Directive 4857	06/30/10	R&R/APP Child Care Case Record and Document Review

\* CONTRACTOR is required to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives relating to Stage 1 Child Care stated above, those in effect but not listed and any future laws, rules, regulations, ordinances and directives.

**SAMPLE CORRECTIVE ACTION PLAN**  
**CONTRACTOR'S NAME**  
**STAGE 1 CHILD CARE CORRECTIVE ACTION PLAN**

REPORT MONTH: \_\_\_\_\_

REFERENCE NO.	SERVICE	SUMMARY OF ERRORS	CORRECTIVE ACTION PLAN	TARGET COMPLETION DATE	STATUS
1.	PROCESS CHILD CARE REQUEST				
2.	PROCESS PROVIDER PAYMENTS				
3.	PROCESS ENHANCED REFERRALS				
4.	PROCESS TRANSFERS FROM STAGE 1 CHILD CARE TO STAGE 2 OR STAGE 3				
5.	CUSTOMER SERVICE				
6.	HOURS OF OPERATION				

**ATTACHMENT B**

**CONTRACTOR'S SAMPLE BUDGET**

# BUDGET SUMMARY

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR:

July 1, 2012 - June 30, 2015

CONTRACT PERIOD:

CONTACT PERSON:

TITLE:

PHONE NUMBER:

	FY 12-13 W	FY 13-14 X	FY 14-15 Y	Total Z = W + X + Y
--	---------------	---------------	---------------	------------------------

a				
---	--	--	--	--

CASE MANAGEMENT

b				
---	--	--	--	--

CO-LOCATED STAFF

c				
---	--	--	--	--

OUTREACH ACTIVITY

d = a + b + c				
---------------	--	--	--	--

TOTAL

Office supplies, EDP equipment, etc. for Co-located staff is included in the case management budget.

# LINE ITEM BUDGET CASE MANAGEMENT COST

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: \_\_\_\_\_

FISCAL YEAR<sup>1</sup>: FY 12-13

**DIRECT COSTS<sup>2</sup>**

		Monthly Cost	12-Month Cost
<b>Administrative Staff (Personnel Schedule A)</b>			
Salaries	a	_____	_____
Fringe Benefits	b	_____	_____
<b>Total</b>	<b>c = a + b</b>	_____	_____
<b>Case Management Staff (Personnel Schedule B)</b>			
Salaries	d	_____	_____
Fringe Benefits	e	_____	_____
<b>Total</b>	<b>f = d + e</b>	_____	_____
<b>Operating Costs</b>			
Computer, Printer & Software <sup>3</sup>	g	_____	_____
Equipment	h	_____	_____
Maintenance	i	_____	_____
Mileage (\$0. per mile x estimated mileage) <sup>4</sup>	j	_____	_____
Office Supplies	k	_____	_____
Postage	l	_____	_____
Printing	m	_____	_____
Legal Fees	n	_____	_____
Rent	o	_____	_____
Utilities	p	_____	_____
Telephone	q	_____	_____
Dues & Memberships	r	_____	_____
Licenses/Permits/Fees	s	_____	_____
Consultants/Professional fees	t	_____	_____
Liability & other insurance	u	_____	_____
Rent/storage	v	_____	_____
Personnel Advertising	w	_____	_____
Conferences/Meetings	x	_____	_____
Staff Training	y	_____	_____
<b>Total</b>	<b>z = add g thru y</b>	_____	_____
<b>Total Direct Costs</b>	<b>aa = c + f + z</b>	_____	_____

**INDIRECT COSTS**

<b>Indirect Costs</b>	ab = rate X (a + d)	_____	_____
(Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)			
(If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)			

**CASE MANAGEMENT COST** ac = aa + ab \_\_\_\_\_

**Footnotes**

- <sup>1</sup> Fiscal year (July 1 through June 30) budget amounts may be prorated to match the actual term of the contract (i.e. effective date).
- <sup>2</sup> All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.
- <sup>3</sup> DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.
- <sup>4</sup> Contractor will be reimbursed at the County's rate. Excludes driving between home and primary work location.

NUMBER OF MONTHLY PROJECTED CASES	ad		
NUMBER OF 12-MONTH PROJECTED CASES	ae = ad X 12	_____	_____
<b>COST PER CASE COUNT<sup>6</sup></b>	<b>af = ac / ae</b>	_____	_____

<sup>5</sup> Includes authorizations, referrals, retroactive authorizations, adjustments.  
<sup>6</sup> A single case is counted more than once for the same accrual month.

# LINE ITEM BUDGET CASE MANAGEMENT COST

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: \_\_\_\_\_

FISCAL YEAR<sup>1</sup>: FY 13-14

**DIRECT COSTS<sup>2</sup>**

		Monthly Cost	12-Month Cost
<b>Administrative Staff (Personnel Schedule A)</b>			
Salaries	a	_____	_____
Fringe Benefits	b	_____	_____
<b>Total</b>	<b>c = a + b</b>	_____	_____
<b>Case Management Staff (Personnel Schedule B)</b>			
Salaries	d	_____	_____
Fringe Benefits	e	_____	_____
<b>Total</b>	<b>f = d + e</b>	_____	_____
<b>Operating Costs</b>			
Computer, Printer & Software <sup>3</sup>	g	_____	_____
Equipment	h	_____	_____
Maintenance	i	_____	_____
Mileage (\$0. per mile x estimated mileage) <sup>4</sup>	j	_____	_____
Office Supplies	k	_____	_____
Postage	l	_____	_____
Printing	m	_____	_____
Legal Fees	n	_____	_____
Rent	o	_____	_____
Utilities	p	_____	_____
Telephone	q	_____	_____
Dues & Memberships	r	_____	_____
Licenses/Permits/Fees	s	_____	_____
Consultants/Professional fees	t	_____	_____
Liability & other insurance	u	_____	_____
Rent/storage	v	_____	_____
Personnel Advertising	w	_____	_____
Conferences/Meetings	x	_____	_____
Staff Training	y	_____	_____
<b>Total</b>	<b>z = add g thru y</b>	_____	_____
<b>Total Direct Costs</b>	<b>aa = c + f + z</b>	_____	_____

**INDIRECT COSTS**

<b>Indirect Costs</b>	ab = rate X (a + d)		
<small>(Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)</small>			
<small>(If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)</small>			

**CASE MANAGEMENT COST** ac = aa + ab \_\_\_\_\_

**Footnotes**

- <sup>1</sup> Fiscal year (July 1 through June 30) budget amounts may be prorated to match the actual term of the contract (i.e. effective date).
- <sup>2</sup> All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.
- <sup>3</sup> DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.
- <sup>4</sup> Contractor will be reimbursed at the County's rate. Excludes driving between home and primary work location.

NUMBER OF MONTHLY PROJECTED CASES	ad		
NUMBER OF 12-MONTH PROJECTED CASES	ae = ad X 12		
<b>COST PER CASE COUNT<sup>5</sup></b>	<b>af = ac / ae</b>		_____

<sup>5</sup> Includes authorizations, referrals, retroactive authorizations, adjustments.  
<sup>6</sup> A single case is counted more than once for the same accrual month.

# LINE ITEM BUDGET CASE MANAGEMENT COST

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: \_\_\_\_\_

FISCAL YEAR<sup>1</sup>: FY 14-15

DIRECT COSTS <sup>2</sup>

		Monthly Cost	12-Month Cost
<b>Administrative Staff (Personnel Schedule A)</b>			
Salaries	a	_____	_____
Fringe Benefits	b	_____	_____
<b>Total</b>	<b>c = a + b</b>	_____	_____
<b>Case Management Staff (Personnel Schedule B)</b>			
Salaries	d	_____	_____
Fringe Benefits	e	_____	_____
<b>Total</b>	<b>f = d + e</b>	_____	_____
<b>Operating Costs</b>			
Computer, Printer & Software <sup>3</sup>	g	_____	_____
Equipment	h	_____	_____
Maintenance	i	_____	_____
Mileage (\$0. per mile x estimated mileage) <sup>4</sup>	j	_____	_____
Office Supplies	k	_____	_____
Postage	l	_____	_____
Printing	m	_____	_____
Legal Fees	n	_____	_____
Rent	o	_____	_____
Utilities	p	_____	_____
Telephone	q	_____	_____
Dues & Memberships	r	_____	_____
Licenses/Permits/Fees	s	_____	_____
Consultants/Professional fees	t	_____	_____
Liability & other insurance	u	_____	_____
Rent/storage	v	_____	_____
Personnel Advertising	w	_____	_____
Conferences/Meetings	x	_____	_____
Staff Training	y	_____	_____
<b>Total</b>	<b>z = add g thru y</b>	_____	_____
<b>Total Direct Costs</b>	<b>aa = c + f + z</b>	_____	_____
<b>INDIRECT COSTS</b>			
<b>Indirect Costs</b>	<b>ab = rate X (a + d)</b>	_____	_____
(Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)			
(If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)			
<b>CASE MANAGEMENT COST</b>	<b>ac = aa + ab</b>	_____	_____

**Footnotes**

- <sup>1</sup> Fiscal year (July 1 through June 30) budget amounts may be prorated to match the actual term of the contract (i.e. effective date).
- <sup>2</sup> All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.
- <sup>3</sup> DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.
- <sup>4</sup> Contractor will be reimbursed at the County's rate. Excludes driving between home and primary work location.

NUMBER OF MONTHLY PROJECTED CASES	ad		
NUMBER OF 12-MONTH PROJECTED CASES	ae = ad X 12	_____	_____
<b>COST PER CASE COUNT<sup>6</sup></b>	<b>af = ac / ae</b>	_____	_____

<sup>5</sup> Includes authorizations, referrals, retroactive authorizations, adjustments.  
<sup>6</sup> A single case is counted more than once for the same accrual month.









# PERSONNEL SCHEDULE FOR ADMINISTRATIVE STAFF

Employee Name <sup>1</sup>	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary <sup>2</sup>	% Time Allocation	Total Monthly Cost	12-Month Cost
<b>SUBTOTAL SALARIES</b>							

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION	From Other Personnel Schedules	12-Month Cost
Health Plan <sup>3</sup>		
Dental Plan		
Retirement		
SUI		
Social Security		
Worker's Compensation:		
Long-Term Disability		
Holidays		
Sick Leave		
Vacation		
Life Insurance		
Fringe Benefits per Classification		
<b>Subtotal</b>		
<b>Total # of Positions by Classification</b>		
<b>TOTAL EMPLOYEE BENEFITS</b>		
<b>c = a X b</b>		

**Footnotes**

- <sup>1</sup> State expected filling date for a vacant position. Add more schedules if needed.
- <sup>2</sup> Contractors must be in compliance with the County's Living Wage Ordinance.
- <sup>3</sup> Indicate if Cafeteria Plan.

**Monthly**      **12-Month Cost**



# PERSONNEL SCHEDULE FOR CASE MANAGEMENT STAFF

Schedule B, Page 1

CONTRACTOR: \_\_\_\_\_

FISCAL YEAR: FY 12-13

Employee Name <sup>1</sup>	Payroll Title Classification	Number of Positions	Monthly or Hourly Salary <sup>2</sup>	% Time Allocation	Total Monthly Cost	12-Month Cost
<b>SUBTOTAL SALARIES</b>						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION							12-Month Cost																									
Health Plan <sup>3</sup>	Dental Plan	Retirement	SUI	Social Security	Worker's Compensation	Long-Term Disability	Holidays	Sick Leave	Vacation	Life Insurance	Fringe Benefits per Classification	Subtotal	a																			
Total # of Positions by Classification													b																			
<b>TOTAL EMPLOYEE BENEFITS</b>													c = a X b																			

**Footnotes**

<sup>1</sup> State expected filling date for a vacant position. Add more schedules if needed.

<sup>2</sup> Contractors must be in compliance with the County's Living Wage Ordinance.

<sup>3</sup> Indicate if Cafeteria Plan.

Monthly      12-Month Cost









# PERSONNEL SCHEDULE FOR CASE MANAGEMENT STAFF

Schedule B, Page 2

CONTRACTOR: \_\_\_\_\_

FISCAL YEAR: FY 13-14

Employee Name <sup>1</sup>	Payroll Title Classification	Number of Positions	Monthly or Hourly Salary <sup>2</sup>	% Time Allocation	Total Monthly Cost	12-Month Cost
<b>SUBTOTAL SALARIES</b>						
<b>GRAND TOTAL SALARIES (Page 1 Subtotal + Page 2 Subtotal)</b>						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION	Executive	Manager	Coord/Sup/Lead	Technician/Specialist	Clerical	12-Month Cost
Health Plan <sup>3</sup>						
Dental Plan						
Retirement						
SUI						
Social Security						
Workers Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
<b>Subtotal</b>	<b>a</b>					
<b>Total # of Positions by Classification</b>	<b>b</b>					
<b>TOTAL EMPLOYEE BENEFITS</b>	<b>c = a X b</b>					

## TOTAL SALARIES AND EMPLOYEE BENEFITS FOR CASE MANAGEMENT STAFF

**Footnotes**

- <sup>1</sup> State expected filling date for a vacant position. Add more schedules if needed.
- <sup>2</sup> Contractors must be in compliance with the County's Living Wage Ordinance.
- <sup>3</sup> Indicate if Cafeteria Plan.













## PERSONNEL SCHEDULE FOR CO-LOCATED STAFF

CONTRACTOR: \_\_\_\_\_

FISCAL YEAR: FY 12-13

Employee Name <sup>1</sup>	Classification	Number of Positions	Monthly or Hourly Salary <sup>2</sup>	% Time Allocation	Total Monthly Cost	12-Month Cost
<b>TOTAL SALARIES</b>						

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION	Supervisor	Specialist			12-Month Cost
Health Plan <sup>3</sup> Dental Plan Retirement SU Social Security Worker's Compensation Long-Term Disability Holidays Sick Leave Vacation Life Insurance Fringe Benefits per Classification Subtotal Total # of Positions by Classification	a	b	c = a X b		\$ -
<b>TOTAL EMPLOYEE BENEFITS</b>					0.00

### TOTAL SALARIES AND EMPLOYEE BENEFITS FOR CO-LOCATED STAFF

**Footnotes**

- <sup>1</sup> State expected filling date for a vacant position. Add more schedules if needed.
- <sup>2</sup> Contractors must be in compliance with the County's Living Wage Ordinance.
- <sup>3</sup> Indicate if Cafeteria Plan.

















**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR'S MONTHLY INVOICE**

**SUMMARY PAGE**

Agency Name: \_\_\_\_\_ Contract No: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

1. Operational/Administrative Cost (Total from Page 2): \$ \_\_\_\_\_
2. Fixed Monthly Cost for Co-located Staff: \$ \_\_\_\_\_
3. Fixed Monthly Cost for Outreach Activities  
(Attach documentation of expense): \$ \_\_\_\_\_
4. Operational/Administrative Adjustments (From Page 4): + \$ \_\_\_\_\_  
Or: - \$(\_\_\_\_\_)
5. **Total Costs for Services** (Sum of 1 through 4) \$ \_\_\_\_\_

- 
6. Direct Provider Payment Reimbursement (From Page 3): \$ \_\_\_\_\_
  7. Direct Provider Payment Reimbursement Adjust. (From Page 5): + \$ \_\_\_\_\_  
Or: - \$(\_\_\_\_\_)
  8. **Total Direct Provider Payment Reimbursement**  
(Sum of 6 plus 7, or sum of 6 minus 7): \$ \_\_\_\_\_

**FISCAL YEAR RECAP:**

**OPERATIONAL/ADMINISTRATIVE PAYMENTS:** \$ \_\_\_\_\_

**PROVIDER PAYMENTS:** \$ \_\_\_\_\_

Person Completing Invoice: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR CURRENT MONTH**

**OPERATIONAL/ADMINISTRATIVE INVOICE**

Agency Name: \_\_\_\_\_ Contract No: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

(a)	(b)	(c)	(d)	(e)	(f)	(g)
<b>Payment Authorizations</b>  <b>for Retroactive Approvals<sup>(a)</sup></b>	<b>Payment Authorizations</b>  <b>for Delayed (Prior) Month Approvals<sup>(b)</sup></b>	<b>Payment Authorizations</b>  <b>for Current Month Approvals<sup>(c)</sup></b>	<b>Enhanced Referral without Approval or Denial</b>  <b>for Current Month</b>	<b>Sub-Total</b>	<b>Per Case Rate</b>	<b>Total</b>

1. GEARS Cases: \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

2. EXEMPT Approved Cases - Not on GEARS: \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

3. LICENSED Approved Cases - Not on GEARS: \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

4. Total for columns a through e \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_ X \$159.69=\$\_\_\_\_\_

5. Background Checks\*  
Total \$ \_\_\_\_\_  
**TOTAL BILLED** (Total of 4 and 5): \$ \_\_\_\_\_

(a) Retroactive payment authorizations are those authorizations for a time period up to 30 calendar days prior to the date of the Stage 1 child care request.

(b) Delayed payment authorizations are for applications that are authorized/approved after the 30 day processing period and do not include retroactive authorizations. \*Attach a list of those authorizations over 45 days, with an explanation as to why processing timeframe was not met (Paragraph 8.4.3).

(c) Current month authorizations are for applications approved for the current report month and cases with ongoing approval status.

\* Contractor shall attach proof of payment and a list which shall include the following for each employee: name of employee(s)/prospective employee(s), date of background check, date payment was made, and the actual cost.

**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR CURRENT MONTH**

**DIRECT PROVIDER PAYMENT INVOICE**

Agency Name: \_\_\_\_\_ Contract No: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

DIRECT PROVIDER PAYMENTS (DPP)	INVOICE AMOUNT
-----------------------------------	-------------------

1. Total GEARS Cases: \$ \_\_\_\_\_

2. Exempt-Approved Cases Not on GEARS: \$ \_\_\_\_\_

3. Licensed- Approved Cases Not on GEARS: \$ \_\_\_\_\_

**SUBTOTAL:** (Sum of 1 through 3) \$ \_\_\_\_\_

4. Deduct Family Fee collected from Participants **(Include Retroactive Family Fee Collected) (Option A)** - \$ (\_\_\_\_\_)

5. Amount of Family Fees assessed to Participant and Deducted from DPP **(Include Retroactive Family Fee Assessed) (Option B)** - \$ (\_\_\_\_\_)

**TOTAL BILLED: (Subtotal minus line 4)** \$ \_\_\_\_\_

**NOTE:** Include all Direct Provider Payments entered into GEARS in the Report Month. Include payments made as part of a retroactive authorization.

**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR ADJUSTMENT PAGE**

**OPERATIONAL/ADMINISTRATIVE INVOICE**

Agency Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

ADDITIONAL RETROACTIVE OR ADJUSTMENTS	Retroactive Authorizations (Total Month)	+/- Adjustments	Total	Per Case Rate	+/- Payment	Total Payment
---------------------------------------------	------------------------------------------------	--------------------	-------	---------------------	----------------	------------------

1. GEARS Cases \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$159.69 +/- \$ \_\_\_\_\_

2. Exempt-Approved  
Cases Not on GEARS \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$159.69 +/- \$ \_\_\_\_\_

3. Licensed-Approved  
Cases Not on GEARS \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$159.69 +/- \$ \_\_\_\_\_

**TOTAL BILLED:** \_\_\_\_\_ \$ \_\_\_\_\_

Notes:

1. **Circle “+” or “-”** on each line.
2. **Attach a separate list, or enter on the Monthly Activity Report, each retroactive authorization or adjustments.** Group by month (i.e., list all January changes then list all February, etc.).
3. Retroactive cases:  
**Agencies may only bill for one month of retroactive case management.**

**STAGE 1 CHILD CARE CONTRACT  
CONTRACTOR ADJUSTMENT PAGE**

**DIRECT PROVIDER PAYMENT INVOICE**

Agency Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

O/P and U/P and CORRECTIONS OF DIRECT PROVIDER PAYMENTS <sup>(a)</sup>	Underpayment and upward adjustments	Overpayments and downward adjustments <sup>(b)</sup>	+/- Payment	Total Payment <sup>(c)</sup>
------------------------------------------------------------------------------	-------------------------------------------	------------------------------------------------------------	-------------	---------------------------------

1. GEARS Cases                    + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ = +/- \$ \_\_\_\_\_

2. Exempt-Approved  
Cases Not on GEARS            + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ = +/- \$ \_\_\_\_\_

3. Licensed-Approve  
Cases Not on GEARS            + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ = +/- \$ \_\_\_\_\_

**TOTAL BILLED:**                    + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ = +/- \$ \_\_\_\_\_    \$ \_\_\_\_\_

<sup>(a)</sup> Attach a list of all overpayments/underpayments and adjustments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment, increased payments and decreased payments.

<sup>(b)</sup> Include adjustments or corrections to retroactive Family Fees and current Family Fees.

<sup>(c)</sup> If total is positive (+), COUNTY owes CONTRACTOR this amount for direct provider payments. If total is negative (-), CONTRACTOR owes COUNTY this amount for overpayments.

**STAGE 1 CHILD CARE CONTRACT  
MONTHLY ACTIVITY REPORT**

Agency Name: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

**CHILD CARE PROVIDER ISSUANCES: MONTH \_\_\_\_\_ YEAR \_\_\_\_\_**

Number	Case Name	Child Name	Provider I.D. Number	Provider Name	Date Paid	Accrual Period	Actual Amount Paid
1							
2							
3							

(1) and (2)

(3)

Note: 1. Alphabetically list by Section on separate pages: GEARS cases, Exempt-Approved Cases Not on GEARS, Licensed-Approved Cases Not on GEARS, and Enhanced Referrals without Approval or Denial. Subtotal each of the six sections and provide grand total.

2. In each Section, list alphabetically by parent's last name (Last Name, First Name).  
 3. Enter the actual payment amount for the period. If there is a deduction for a prior collectible overpayment, or an addition for a prior underpayment, show all overpayment collections and underpayment additions in a separate Section, on a separate page.

**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR'S FINAL FISCAL YEAR INVOICE**

**SUMMARY PAGE**

Agency Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

- 1. Increase/Decrease in Operational/Administrative Cost  
(From Page 2): \$+/- \_\_\_\_\_
- 2. Increase/Decrease in Co-located Staff Cost  
(Attach memo explaining and giving details  
of any change from monthly invoices): \$+/- \_\_\_\_\_
- 3. Increase/Decrease in Outreach Activities  
(Attach memo explaining and giving details  
of any change from monthly invoices): \$+/- \_\_\_\_\_
- 4. **Total Increase/Decrease in Costs for Services**  
(Sum of 1 - 3): \$+/- \_\_\_\_\_
- 5. **Total Increase/Decrease in Direct Provider Payment  
Reimbursement**  
(From Page 3): \$+/- \_\_\_\_\_

**NOTE: 1. Do not leave this page blank, enter "0" if there is no change in  
billing from monthly invoices.**

**2. Circle as appropriate either the (+) / or the (-).**

Person Completing Invoice: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR'S FINAL FISCAL YEAR INVOICE**

**OPERATIONAL/ADMINISTRATIVE COST CHANGES**

Agency Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

**I. Operational/Administrative Cost Changes:**

A. Previously Invoiced Amounts:

July	\$	_____
August	\$	_____
September	\$	_____
October	\$	_____
November	\$	_____
December	\$	_____
January	\$	_____
February	\$	_____
March	\$	_____
April	\$	_____
May	\$	_____
June	\$	_____

B. Final Invoice Corrections - Changes not previously reported on a monthly corrections page. Itemize corrections, by month, by attaching copies of revised invoices and "additional cases retroactive corrections page" (Page 6 of Contractor's Monthly Invoice) for each corrected month. Enter "0" if there is no final correction for a month. Enter the amount of increase/decrease ONLY if there is a correction.

July	\$+/-	_____
August	\$+/-	_____
September	\$+/-	_____
October	\$+/-	_____
November	\$+/-	_____
December	\$+/-	_____
January	\$+/-	_____
February	\$+/-	_____
March	\$+/-	_____
April	\$+/-	_____
May	\$+/-	_____
June	\$+/-	_____

Total of all corrections \$+/- \_\_\_\_\_

**REVISED O/A TOTAL (A +/- B):** \$ \_\_\_\_\_

**STAGE 1 CHILD CARE CONTRACT**  
**CONTRACTOR'S FINAL FISCAL YEAR INVOICE**

**DIRECT PROVIDER PAYMENTS**

Agency Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

**II. Direct Provider Payment Changes:**

A. Previously Invoiced Amounts:

July	\$	_____
August	\$	_____
September	\$	_____
October	\$	_____
November	\$	_____
December	\$	_____
January	\$	_____
February	\$	_____
March	\$	_____
April	\$	_____
May	\$	_____
June	\$	_____

B. Final Invoice Corrections - Changes not previously reported on a monthly corrections page. Attach a revised page 1 for each month in which there is a correction. Also, itemize changes by month by attaching a list of all overpayments, underpayments, corrections or additional provider payments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment and the amount of increase/decrease. Enter "0" if there is no final correction for a month.

July	\$+/-	_____
August	\$+/-	_____
September	\$+/-	_____
October	\$+/-	_____
November	\$+/-	_____
December	\$+/-	_____
January	\$+/-	_____
February	\$+/-	_____
March	\$+/-	_____
April	\$+/-	_____
May	\$+/-	_____
June	\$+/-	_____

Total of all corrections \$+/- \_\_\_\_\_

**REVISED DPP TOTAL (A +/- B):** \$ \_\_\_\_\_

**COUNTY'S ADMINISTRATION**

**CONTRACT NUMBER:**

**COUNTY CONTRACT SECTION MANAGER**

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
E-mail Address:

**SUPERVISING COUNTY CONTRACT ADMNISTRATOR**

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
E-mail Address:

**COUNTY CONTRACT ADMNISTRATOR**

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
E-mail Address:

**COUNTY CONTRACT PROGRAM MONITOR**

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
E-mail Address:

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:**

**CONTRACT NUMBER:**

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

The individual(s) authorized to bind CONTRACTOR in a Contract with the County.

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

**CONTRACTOR'S MANAGER AND ALTERNATE(S)**

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

**NOTICES TO CONTRACTOR SHALL BE SENT TO:**

CONTRACTOR's notices shall be sent to CONTRACTOR's corporate address. Please enter CONTRACTOR's corporate address as indicated on CONTRACTOR's certified Statement of Information. The designated contact person below will receive all correspondence related to this Contract.

Contact Person:

Title:

Address:

Telephone:

Facsimile:

E-mail Address:

**STAGE 1 CHILD CARE  
FELONY CRIMINAL CONVICTION INFORMATION NOTICE AND  
CERTIFICATION**

All employees of CONTRACTOR who are hired or promoted by CONTRACTOR after the date the Stage 1 Child Care Contract with the County of Los Angeles ("Contract") is signed by CONTRACTOR and COUNTY for a position which performs services under the Contract must read and sign this notice/certification prior to beginning to perform work under this Contract.

The suitability of CONTRACTOR'S employees identified in and covered by the paragraph immediately above that have been convicted of felony criminal acts and/or who have successfully completed probation or parole in respect to such convictions must be evaluated, and such employees must truthfully and fully disclose felony criminal conviction(s). If you have certain felony criminal convictions described below, or if you fail to disclose them, the COUNTY may require that the CONTRACTOR remove you from working under this Contract regardless of your work performance.

Due to the fact that legal terms by which felony criminal acts may be described differ among jurisdictions, the following is NOT a complete list of felony criminal convictions that may be considered in evaluating suitability to perform work under this Contract.

**I. ACCEPTABLE TO WORK ON CONTRACT**

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana

STAGE 1 CHILD CARE  
FELONY CRIMINAL CONVICTION INFORMATION NOTICE AND  
CERTIFICATION

- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. **ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR FELONY CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE FELONY CRIMES LISTED BELOW)**

- |                                                  |            |
|--------------------------------------------------|------------|
| • Assault and Battery                            | One year   |
| • Malicious Mischief                             | One year   |
| • Prostitution                                   | One year   |
| • Petty Theft                                    | Five years |
| • Receiving Stolen Property                      | Five years |
| • Shoplifting                                    | Five years |
| • Manslaughter                                   | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. **DETERMINATION AFTER INVESTIGATION**

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. **NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR FELONY CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE FELONY CRIMES LISTED BELOW.)**

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion

STAGE 1 CHILD CARE  
FELONY CRIMINAL CONVICTION INFORMATION NOTICE AND  
CERTIFICATION

- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I understand that any omission or misstatement of material fact used to secure a position under this Contract shall be grounds for my removal from working under this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a felony criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

\_\_\_\_\_  
Contractor Employee's Signature

\_\_\_\_\_  
Date

Witnessed by: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and  
Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. CONTRACTOR shall provide immediate written notice to the person to whom this proposal is submitted if at any time CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tiered covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntary excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. CONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. CONTRACTOR further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the RFP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

6. CONTRACTOR acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

CONTRACTOR acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where CONTRACTOR and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, CONTRACTOR shall attach a written explanation to its proposal in lieu of submitting this Certification. CONTRACTOR's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of CONTRACTOR and/or securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to this Contract which is being solicited by this Request for Proposals.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Authorized Official's Printed Name

\_\_\_\_\_  
Authorized Official's Title

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

**2.202.010 Findings and Declarations**

- A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Auditor-Controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity that has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon or proposing on, being awarded and/or performing work on a contract with the County. A contractor who has been determined by the County to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

- E. “County” means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the County and any joint powers authorities of which the County is a member that have adopted County contracting procedures.
- F. “Contractor hearing board” means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ord. 2000-0011 § 1 (part), 2000.)
- G. Determination of “non-responsibility” means an action taken by the County which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.
- H. “Bid or proposal” means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 Determination of Contractor Non-Responsibility**

- A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor’s quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same;

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

(3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- C. Before making a determination of non-responsibility pursuant to this chapter, the Department Head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the Department Head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the Department Head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- D. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of Contractors**

- A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the County.

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

- B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment.

Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.
- E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that result or may result from the wrongdoing.
  - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.

**TITLE 2 ADMINISTRATION**  
**DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND**  
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- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
  - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the County in a timely manner.
  - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.
  - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
  - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
  - (17) Other factors which are appropriate to the circumstances of a particular case.
- F. Before making a debarment determination pursuant to this chapter, the Department Head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

- the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: 1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the Contractor Hearing Board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**TITLE 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND  
CONTRACTOR DEBARMENT ORDINANCE**

**2.202.050 Pre-emption**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control (Ord. 2000-0011 § 1 (part), 2000).

**2.202.060 Severability**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby (Ord. 2000-0011 § 1 (part), 2000).

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO : DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: [ ]

CASE NUMBER: [ ]

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment and request that an investigation be conducted.
(Please print your name)

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, POLITICAL AFFILIATION, MARITAL STATUS, DISABILITY.

DATE OF OCCURENCE : \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME :
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN :
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ (DATE) \_\_\_\_\_ ADDRESS : \_\_\_\_\_

TELEPHONE : \_\_\_\_\_
PA - 607 (REVISED 7/01)

**CONTRACTOR'S NON-DISCRIMINATION  
IN-SERVICE STATEMENT**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, CONTRACTOR, supplier or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

(Circle one)

- 1. CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
- 2. CONTRACTOR periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
- 3. Where problem areas are identified in equal provisions of services and benefits, CONTRACTOR has a system for taking reasonable corrective action within a specified length of time. Yes No

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE  
PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

CONTRACTOR is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether CONTRACTOR meets an exception from the Program requirements.

Contractor's Name:		
Address:		
City:	State:	Zip Code:
Telephone Number:		
Contract For _____ Services		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE  
PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Authorized Official's Signature:	Authorized Official's Title:
Authorized Official's Printed Name:	Date:

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

Contractor's Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract. \_\_\_\_\_ (Initial and date)

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between my employer and the County of Los Angeles. \_\_\_\_\_ (Initial and date)

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract. \_\_\_\_\_ (Initial and date)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

Contractor's Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**CONFIDENTIALITY AGREEMENT:**

I understand that as an employee of the Contractor referenced above, I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing. \_\_\_\_\_ (Initial and date)

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor. \_\_\_\_\_ (Initial and date)

I agree to keep confidential all welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential. \_\_\_\_\_ (Initial and date)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor's Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**CONFIDENTIALITY AGREEMENT (CONT.):**

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.  
\_\_\_\_\_ (Initial and date)

I understand that violation of this acknowledgement and confidentiality agreement may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress. \_\_\_\_\_ (Initial and date)

**CONFLICT OF INTEREST POLICY:**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- CalFresh
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

Contractor's Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**CONFLICT OF INTEREST POLICY (CONT.):**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER FOR PURPOSES OF THE ABOVE-REFERENCED CONTRACT, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

\_\_\_\_\_  
Contractor Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Employee's Printed Name

\_\_\_\_\_  
Contractor Employee's Title

Original: Contractor  
Copy: Contractor Employee

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

Contractor's Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract. \_\_\_\_\_ (Initial and date)

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.  
\_\_\_\_\_(Initial and date)

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.  
\_\_\_\_\_(Initial and date)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing. \_\_\_\_\_(Initial and date)

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor. \_\_\_\_\_(Initial and date)

I agree to keep confidential all welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential. \_\_\_\_\_(Initial and date)

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.  
\_\_\_\_\_(Initial and date)

\_\_\_\_\_  
Contractor Non-Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Non-Employee's Printed Name

\_\_\_\_\_  
Contractor Non-Employee's Title

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, COUNTY shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of COUNTY or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
  - b. Participated in any way in developing the Contract or its service specifications; and
- 4 Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

---

Contractor's Name

---

Authorized Official's Signature

---

Authorized Official's Printed Name and Title

---

Date

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, CONTRACTOR shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to CONTRACTOR’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Contractors unable to meet this requirement shall not be considered for contract award.**

CONTRACTOR shall complete all of the following information, sign where indicated below, and return to COUNTY with CONTRACTOR’s executed Contract.

A. CONTRACTOR has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

\_\_\_\_\_YES      \_\_\_\_\_NO (subject to verification by COUNTY)

B. CONTRACTOR is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that CONTRACTOR is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES      \_\_\_\_\_NO

C. CONTRACTOR is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES      \_\_\_\_\_NO      \_\_\_\_\_N/A (Program not available)

Contractor’s Name: \_\_\_\_\_

Authorized Official’s Signature: \_\_\_\_\_

Authorized Official’s Printed Name: \_\_\_\_\_

Authorized Official’s Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If CONTRACTOR engages in activities subjecting it to those laws during the term of a COUNTY contract, it will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

CONTRACTOR is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Date

**AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.
- 1.3 “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information.** Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

### **2.2 Prohibited Uses and Disclosures of Protected Health Information.** Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
  - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
  - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
  - (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business

Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information

in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

**CONTRACTOR'S EEO CERTIFICATION**


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 Contractor's Name

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 Address

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 Internal Revenue Service Employer Identification Number
**GENERAL CERTIFICATION**

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, the Americans with Disabilities Act of 1990, and Section 4.32.010 of the Code of the County of Los Angeles, CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
2. CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force. Yes  No
3. CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
4. Where problem areas are identified in employment practices, CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

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 Authorized Official's Signature

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 Authorized Official's Printed Name and Title

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 Date

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

CONTRACTOR certifies that:

- 1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) That all persons acting on behalf of CONTRACTOR have and will comply with it during the contract award process; and
- 3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

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Authorized Official's Signature

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Authorized Official's Printed Name and Title

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Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor's Name:		
Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract For _____ Services:		

CONTRACTOR certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, CONTRACTOR is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

CONTRACTOR agrees to comply with the COUNTY's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Authorized Official's Signature:	Authorized Official's Title:
Authorized Official's Printed Name:	Date:



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2009)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice **1015** (Rev. 12-2009)  
Cat. No. 205991

## SUMMARY EXPENDITURE REPORT FOR UNSPENT FUNDS FY 20\_\_ - 20\_\_

PROJECT NAME: STAGE 1 CHILD CARE

CONTRACTOR: \_\_\_\_\_

CONTRACT PERIOD: July 1, 20\_\_ - June 30, 20\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

	REVENUE*	EXPENDITURES	VARIANCE (Revenue - Expenditures)
CASE MANAGEMENT			
a			
CO-LOCATED STAFF			
b			
OUTREACH ACTIVITY			
c			
TOTAL			
<b>d = a + b + c</b>			

\* Revenue received by CONTRACTOR.

Person completing this report: \_\_\_\_\_ Area Code and Telephone No. \_\_\_\_\_

I certify that the information contained in this Expenditure Report for Unspent Funds and all back-up documentation is to be true and correct.

\_\_\_\_\_

Print Name

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

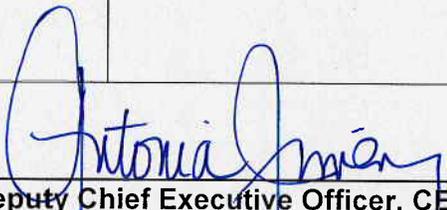
## EXPENDITURE REPORT FOR UNSPENT FUNDS - LINE ITEM

<b>PROJECT NAME:</b>	STAGE 1 CHILD CARE				
<b>CONTRACTOR:</b>					
<b>FISCAL YEAR:</b>	FY 20__ - 20__				
<b>DIRECT COSTS <sup>1</sup></b>					<b>12-Month Actual Cost</b>
<b>Administrative Staff</b>					
	Salaries			a	
	Fringe Benefits			b	
	<b>Total</b>			c = a + b	
<b>Case Management Staff</b>					
	Salaries			d	
	Fringe Benefits			e	
	<b>Total</b>			f = d + e	
<b>Co-located Staff</b>					
	Salaries			d1	
	Fringe Benefits			e1	
	<b>Total</b>			f 1= d1 + e1	
<b>Operating Costs</b>					
	Computer, Printer & Software <sup>2</sup>			g	
	Equipment			h	
	Maintenance			i	
	Mileage (\$0.____ per mile x estimated mileage) <sup>3</sup>			j	
	Office Supplies			k	
	Postage			l	
	Printing			m	
	Legal Fees			n	
	Rent			o	
	Utilities			p	
	Telephone			q	
	Dues & Memberships			r	
	Licenses/Permits/Fees			s	
	Consultants/Professional fees			t	
	Liability & other insurance			u	
	Rent/storage			v	
	Personnel Advertising			w	
	Conferences/Meetings			x	
	Staff Training			y	
	<b>Total</b>			z = add g thru y	
	<b>Total Direct Costs</b>			aa = c + f + f1 + z	
<b>INDIRECT COSTS</b>					<b>12-Month Actual Cost</b>
	<b>Indirect Costs</b>			ab = rate X (a + d + d1)	
	(Indirect Cost Rate X Administrative and Case Management Staff Salaries Only)				
<b>COST</b>				ac = aa + ab	<b>12-Month Actual Cost</b>
<b>Footnotes</b>					
<sup>1</sup> All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Stage 1 Child Care.					
<sup>2</sup> DPSS prior approval was required for purchase of any Information Technology (IT) equipment. EDP Equipment Schedule and Justification form must have been submitted with Budget.					

**STAGE 1 CHILD CARE ESTIMATED CONTRACT COST  
JULY 1, 2012 THROUGH JUNE 30, 2015**

<b>Contract Agency</b>	<b>Estimated Monthly Child Care Caseload</b>	<b>Estimated Annual Cost for Operation/ Admin. Fees</b>	<b>Estimated Annual Cost for Direct Provider Payments</b>	<b>Estimated Annual Contract Cost</b>	<b>Estimated Three Year Contract Costs</b>	<b>Supervisorial District(s) Served</b>
Child Care Resource Center, Inc.	2,607	\$ 5,471,000	\$ 15,707,000	\$ 21,178,000	\$ 63,534,000	1, 3, 5
City of Norwalk	145	\$ 280,000	\$ 874,000	\$ 1,154,000	\$ 3,462,000	4
Connections for Children	234	\$ 451,000	\$ 1,408,000	\$ 1,859,000	\$ 5,577,000	2, 3, 4
Crystal Stairs, Inc.	3,277	\$ 7,199,000	\$ 19,743,000	\$ 26,942,000	\$ 80,826,000	1, 2, 4
Drew Child Development Corporation, Inc..	873	\$ 1,683,000	\$ 5,258,000	\$ 6,941,000	\$ 20,823,000	1, 2, 4
International Institute of Los Angeles	93	\$ 181,000	\$ 564,000	\$ 745,000	\$ 2,235,000	1
Mexican American Opportunity Foundation	897	\$ 1,871,000	\$ 5,401,000	\$ 7,272,000	\$ 21,816,000	1, 2, 4, 5
Options- A Child Care and Human Services Agency	946	\$ 2,001,000	\$ 5,699,000	\$ 7,700,000	\$ 23,100,000	1, 4, 5
Pathways LA	469	\$ 906,000	\$ 2,828,000	\$ 3,734,000	\$ 11,202,000	1, 2, 3
Pomona Unified School District	751	\$ 1,558,000	\$ 4,527,000	\$ 6,085,000	\$ 18,255,000	1, 4, 5
<b>Total</b>	<b>10,292</b>	<b>\$ 21,601,000</b>	<b>\$ 62,009,000</b>	<b>\$ 83,610,000</b>	<b>\$ 250,830,000</b>	

**SOLE SOURCE CHECKLIST  
STAGE 1 CHILD CARE SERVICES**

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment that must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
	▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
√	<p>▶ Other reason. Please explain:</p> <p>Funding for Stage 1 Child Care (S1CC) is from the California Department of Social Services (CDSS). As these same S1CC contractors contract with the California Department of Education (CDE) to provide Stage 2 Child Care (S2CC) and Stage 3 Child Care (S3CC) services, CDSS approved DPSS' request to procure the S1CC contracts by negotiation as sole source contracts per CDSS Operations Manual Section 23-650.18. Contracts with these 10 APPs are necessary for the seamless service delivery between Stages 1, 2, and 3 as there are no other agencies in Los Angeles County that can adequately perform this function. This permits CalWORKs participants to move from S1CC to S2CC or S3CC without a change in provider or child care arrangements. The transition is seamless to the participant and their children.</p>
 Deputy Chief Executive Officer, CEO	Date <u>5/30/12</u>